

PROPERTY DISCLOSURE

Under Maine Law, certain information must be made available to buyers prior to or during preparation of an offer. This statement has been prepared to assist prospective buyers in evaluating this property. This disclosure is not a warranty of the condition of the property and is not part of any contract between Seller and any Buyer. Seller authorizes the disclosure of the information in this statement to real estate licensees and to prospective buyers of this property. The Seller agrees to provide prompt notice of any changes in the information and this form will be appropriately changed with an amendment date. Inspections are highly recommended.

DO NOT LEAVE ANY QUESTIONS BLANK. STRIKE, WRITE N/A OR UNKNOWN IF NEEDED.

SECTION I – WATER SUPPLY

TYPE OF SYSTEM: ☒ Public ☐ Private ☐ Seasonal N/A ☐ Unknown
☐ Drilled ☐ Dug ☐ Other N/A

MALFUNCTIONS: Are you aware of or have you experienced any malfunctions with the
(public/private/other) water system?

Pump (if any): ☒ N/A ☐ Yes ☐ No ☐ Unknown

Quantity: ☐ Yes ☒ No ☐ Unknown

Quality: ☐ Yes ☒ No ☐ Unknown

If Yes to any question, please explain in the comment section below or with attachment.

WATER TEST: Have you had the water tested? ☐ Yes ☒ No

If Yes, Date of most recent test: N/A Are test results available? .. ☐ Yes ☒ No

To your knowledge, have any test results ever been reported as unsatisfactory
or satisfactory with notation? ☐ Yes ☒ No

If Yes, are test results available? ☐ Yes ☒ No

What steps were taken to remedy the problem? N/A

IF PRIVATE: (Strike Section if Not Applicable):

INSTALLATION: Location:

Installed by:

Date of Installation:

USE: Number of persons currently using system:

Does system supply water for more than one household? ☐ Yes ☐ No ☐ Unknown

Comments: None

Source of Section I information: Seller and public record

Buyer Initials _____

Page 1 of 8

Seller Initials _____

SECTION II — WASTE WATER DISPOSAL

TYPE OF SYSTEM: ☒ Public ☐ Private ☐ Quasi-Public N/A ☐ Unknown

IF PUBLIC OR QUASI-PUBLIC (Strike Section if Not Applicable):

Have you had the sewer line inspected?..... ☐ Yes ☒ No

If Yes, what results: N/A

Have you experienced any problems such as line or other malfunctions? ☐ Yes ☒ No

What steps were taken to remedy the problem? N/A

IF PRIVATE (Strike Section if Not Applicable):

Tank: ☒ Septic Tank ☐ Holding Tank ☐ Cesspool ☐ Other: _____

Tank Size: ☒ 500 Gallon ☐ 1000 Gallon ☐ Unknown ☐ Other: _____

Tank Type: ☒ Concrete ☐ Metal ☐ Unknown ☐ Other: _____

Location: _____ OR ☐ Unknown

Date installed: _____ Date last pumped: _____ Name of pumping company: _____

Have you experienced any malfunctions? ☐ Yes ☒ No

If Yes, give the date and describe the problem: _____

Date of last servicing of tank: _____ Name of company servicing tank: _____

Leach Field: ☐ Yes ☒ No ☐ Unknown

If Yes, Location: _____

Date of installation of leach field: _____ Installed by: _____

Date of last servicing of leach field: _____ Company servicing leach field: _____

Have you experienced any malfunctions? ☐ Yes ☒ No

If Yes, give the date and describe the problem and what steps were taken to remedy: _____

Do you have records of the design indicating the # of bedrooms the system was designed for? ☐ Yes ☒ No

If Yes, are they available? ☐ Yes ☒ No

Is System located in a Shoreland Zone? ☐ Yes ☒ No ☐ Unknown

Comments: None

Source of Section II information: Seller and public record

Buyer Initials _____

Page 2 of 8

Seller Initials _____

SECTION III – HEATING SYSTEM(S)/HEATING SOURCE(S)

Heating System(s) or Source(s)	SYSTEM 1	SYSTEM 2	SYSTEM 3	SYSTEM 4
TYPE(S) of System	Baseboard Hotwater			
Age of system(s) or source(s)	2004±			
TYPE(S) of Fuel	Oil			
Annual consumption per system or source (i.e., gallons, kilowatt hours, cords)	650± gallons			
Name of company that services system(s) or source(s)	DeadRiver			
Date of most recent service call	02/05/2025			
Malfunctions per system(s) or source(s) within past 2 years	None known			
Other pertinent information	Burnham Boiler			

Are there fuel supply lines? ☒ Yes ☐ No ☐ Unknown
 Are any buried? ☒ Yes ☐ No ☐ Unknown
 Are all sleeved? ☒ Yes ☐ No ☐ Unknown
 Chimney(s): ☒ Yes ☐ No
 If Yes, are they lined: ☒ Yes ☐ No ☐ Unknown
 Is more than one heat source vented through one flue? ☐ Yes ☒ No ☐ Unknown
 Had a chimney fire: ☐ Yes ☒ No ☐ Unknown
 Has chimney(s) been inspected? ☐ Yes ☐ No ☒ Unknown

If Yes, date: N/A

Date chimney(s) last cleaned: Not needed

Direct/Power Vent(s): ☐ Yes ☒ No ☐ Unknown
~~Has vent(s) been inspected? ☐ Yes ☐ No ☐ Unknown~~

~~If Yes, date: N/A~~

Comments: None

Source of Section III information: Seller and previous owner's disclosure

SECTION IV – HAZARDOUS MATERIAL

The licensee is disclosing that the Seller is making representations contained herein.

A. UNDERGROUND STORAGE TANKS - Are there now, or have there ever been, any underground storage tanks on the property? ☐ Yes ☐ No ☒ Unknown

If Yes, are tanks in current use? ☐ Yes ☐ No ☐ Unknown

If no longer in use, how long have they been out of service?

If tanks are no longer in use, have tanks been abandoned according to DEP? ☐ Yes ☐ No ☐ Unknown

Are tanks registered with DEP? ☐ Yes ☐ No ☐ Unknown

Age of tank(s): Size of tank(s):

Location:

Buyer Initials _____ Page 3 of 8 Seller Initials _____

What materials are, or were, stored in the tank(s)?

Have you experienced any problems such as leakage? ☐ Yes ☐ No ☐ Unknown

Comments: **None**

Source of information: **Seller and previous disclosure**

B. ASBESTOS — Is there now or has there been asbestos:

As insulation on the heating system pipes or duct work? ☐ Yes ☒ No ☐ Unknown

In the ceilings? ☐ Yes ☒ No ☐ Unknown

In the siding? ☐ Yes ☒ No ☐ Unknown

In the roofing shingles? ☐ Yes ☒ No ☐ Unknown

In flooring tiles? ☐ Yes ☒ No ☐ Unknown

Other: ☐ Yes ☐ No ☐ Unknown

Comments: **Built in 1985 - no known asbestos used**

Source of information: **Seller and previous disclosure**

C. RADON/AIR - Current or previously existing:

Has the property been tested? ☒ Yes ☐ No ☐ Unknown

If Yes: Date: **2004** By: **Prior owner**

Results: **Previous owner's disclosure states it passed**

If applicable, what remedial steps were taken? **None**

Has the property been tested since remedial steps? ☐ Yes ☒ No ☐ Unknown

Are test results available? ☐ Yes ☒ No

Results/Comments: **None**

Source of information: **Seller and previous disclosure**

D. RADON/WATER - Current or previously existing:

Has the property been tested? ☐ Yes ☒ No ☐ Unknown

If Yes: Date: By:

Results:

If applicable, what remedial steps were taken?

Has the property been tested since remedial steps? ☐ Yes ☐ No ☐ Unknown

Are test results available? ☐ Yes ☐ No

Results/Comments: **None (public water supply)**

Source of information: **Seller**

E. METHAMPHETAMINE - Current or previously existing:

☐ Yes ☒ No ☐ Unknown

Comments: **None**

Source of information: **Seller**

Buyer Initials _____

Page 4 of 8

Seller Initials _____

F. LEAD-BASED PAINT/PAINT HAZARDS — (Note: Lead-based paint is most commonly found in homes constructed prior to 1978)

Is there now or has there ever been lead-based paint and/or lead-based paint hazards on the property?
..... ☐ Yes ☒ No ☐ Unknown ☐ Unknown (but possible due to age)

If Yes, describe location and basis for determination:

Do you know of any records/reports pertaining to such lead-based paint/lead-based paint hazards: ☐ Yes ☐ No

If Yes, describe:

Are you aware of any cracking, peeling or flaking paint? ☐ Yes ☐ No

Comments: **Built in 1985**

Source of information: **Seller and previous owner's disclosure**

G. OTHER HAZARDOUS MATERIALS - Current or previously existing:

TOXIC MATERIAL: ☐ Yes ☒ No ☐ Unknown

LAND FILL: ☐ Yes ☒ No ☐ Unknown

RADIOACTIVE MATERIAL: ☐ Yes ☒ No ☐ Unknown

Other: **N/A**

Source of information: **Seller, deed and previous disclosure**

Buyers are encouraged to seek information from professionals regarding any specific issue or concern.

SECTION V — ACCESS TO THE PROPERTY

Is the property subject to or have the benefit of any encroachments, easements, rights-of-way, leases, rights of first refusal, life estates, private ways, trails, homeowner associations (including condominiums and PUD's) or restrictive covenants? ☒ Yes ☐ No ☐ Unknown

If Yes, explain: **Maplewood PUD covenants**

Source of information: **Registry of Deeds Book 6160, Page 54**

Is access by means of a way owned and maintained by the State, a county, or a municipality over which the public has a right to pass? ☒ Yes ☐ No ☐ Unknown

If No, who is responsible for maintenance?

Road Association Name (if known):

Source of information: **Seller**

Buyer Initials _____

Page 5 of 8

Seller Initials _____

SECTION VI – FLOOD HAZARD

For the purposes of this section, Maine law defines "flood" as follows:

- (1) A general and temporary condition of partial or complete inundation of normally dry areas from:(a) The overflow of inland or tidal waters; or (b) The unusual and rapid accumulation or runoff of surface waters from any source; or
- (2) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm or by an unanticipated force of nature, such as a flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event that results in flooding as described in subparagraph (1), division (a).

For purposes of this section, Maine law defines "area of special flood hazard" as land in a floodplain having 1% or greater chance of flooding in any given year, as identified in the effective federal flood insurance study and corresponding flood insurance rate maps.

During the time the seller has owned the property:

Have any flood events affected the property? ☐ Yes ☒ No ☐ Unknown

If Yes, explain: N/A

Have any flood events affected a structure on the property? ☐ Yes ☒ No ☐ Unknown

If Yes, explain: N/A

Has any flood-related damage to a structure occurred on the property? ☐ Yes ☒ No ☐ Unknown

If Yes, explain: N/A

Has there been any flood insurance claims filed for a structure on the property? ☐ Yes ☒ No ☐ Unknown

If Yes, indicate the dates of each claim: N/A

Has there been any past disaster-related aid provided related to the property or a structure on the property from federal, state or local sources for purposes of flood recovery? ☐ Yes ☒ No ☐ Unknown

If Yes, indicate the date of each payment: N/A

Is the property currently located wholly or partially within an area of special flood hazard mapped on the effective flood insurance rate map issued by the Federal Emergency Management Agency on or after March 4, 2002? ☐ Yes ☒ No ☐ Unknown

If yes, what is the federally designated flood zone for the property indicated on that flood insurance rate map?
N/A

Relevant Panel Number: N/A Year: 2024 (Attach a copy)

Comments: N/A

Source of Section VI information: See attached FEMA flood map

Buyer Initials _____

Page 6 of 8

Seller Initials _____

SECTION VII – GENERAL INFORMATION

Are there any tax exemptions or reductions for this property for any reason including but not limited to:

Tree Growth, Open Space and Farmland, Veteran's, Homestead Exemption, Blind, Working Waterfront?.....

..... ☐ Yes ☒ No ☐ Unknown

If Yes, explain: **Homestead Exemption available to most primary occupants after 1st year**

Is a Forest Management and Harvest Plan available?..... ☐ Yes ☒ No ☐ Unknown

Equipment leased or not owned (including but not limited to, propane tank, hot water heater, satellite dish, water filtration system, photovoltaics, wind turbines): Type: **None**

Year Principal Structure Built: **1985**

What year did Seller acquire property? **2008**

Roof: Year Shingles/Other Installed: **2023 (rubber roof on bathroom in 2020)**

Water, moisture or leakage: **There was a leak once with the old roof.**

Comments: **None**

Foundation/Basement:

Is there a Sump Pump? ☐ Yes ☒ No ☐ Unknown

Water, moisture or leakage since you owned the property: ☐ Yes ☒ No ☐ Unknown

Prior water, moisture or leakage? ☐ Yes ☒ No ☐ Unknown

Comments: **None**

Mold: Has the property ever been tested for mold? ☐ Yes ☒ No ☐ Unknown

If Yes, are test results available? ☐ Yes ☒ No

Comments: **None**

Electrical: ☐ Fuses ☒ Circuit Breaker ☐ Other: **N/A** ☐ Unknown

Comments: **None**

Has all or a portion of the property been surveyed? ☒ Yes ☐ No ☐ Unknown

If Yes, is the survey available? ☒ Yes ☐ No ☐ Unknown

Manufactured Housing – Is the residence a:

Mobile Home ☐ Yes ☒ No ☐ Unknown

Modular ☐ Yes ☒ No ☐ Unknown

Known defects or hazardous materials caused by insect or animal infestation inside or on the residential structure

..... ☐ Yes ☒ No ☐ Unknown

Comments: **None**

KNOWN MATERIAL DEFECTS about Physical Condition and/or value of Property, including those that may have an adverse impact on health/safety: **None**

Comments: **None**

Source of Section VII information: **Seller**

Buyer Initials _____

Page 7 of 8

Seller Initials _____

SECTION VIII – ADDITIONAL INFORMATION

See attached FEMA flood map, tax map, zoning map, floorplans, assessor record, survey, deed.

-2020 Above the upstairs bathroom, the roof deck was replaced, insulation improved, the vent pipe moved, and a rubber membrane roof installed, a new bathroom fan installed & vented through the wall.

-2023 New asphalt shingle roof replacement.

-2024 New gutters installed over front entry and garage.

ATTACHMENTS EXPLAINING CURRENT PROBLEMS, PAST REPAIRS OR ADDITIONAL INFORMATION IN ANY SECTION IN DISCLOSURE: ☒ Yes ☐ No

Seller shall be responsible and liable for any failure to provide known information regarding known material defects to the Buyer.

Neither Seller nor any Broker makes any representations as to the applicability of, or compliance with, any codes of any sort, whether state, municipal, federal or any other, including but not limited to fire, life safety, building, electrical or plumbing.

As Sellers, we have provided the above information and represent that all information is correct. To the best of our knowledge, all systems and equipment, unless otherwise noted on this form, are in operational condition.

SELLER
Andrea J. Sehestedt

DATE

SELLER
Mark B. Sehestedt

DATE

SELLER

DATE

SELLER

DATE

I/We have read and received a copy of this disclosure, the arsenic in wood fact sheet, the arsenic in water brochure, and understand that I/we should seek information from qualified professionals if I/we have questions or concerns.

BUYER

DATE

BUYER

DATE

BUYER

DATE

BUYER

DATE



CONDOMINIUM ADDENDUM - RESALES

To Agreement dated _____, between
Andrea J. Sehestedt, Mark B. Sehestedt

and _____ ("Seller")

("Buyer")
for property located at **26 Forest Terrace, Brunswick, ME 04011-2941**

The Purchase and Sale Agreement is further subject to the following terms:

1. Seller shall provide Buyer, at Seller's expense, with the following within the indicated number of days from the Effective Date of this Agreement:
 - a. A copy of the current Condominium Declaration, Bylaws and Rules/Regulations within 1 days;
 - b. Copies of the minutes of meetings of the Association and its Board of Directors for the preceding 3 months within 5 days; and
 - c. An original Resale Certificate for the Condominium Association in accordance with the Maine Condominium Act * within 20 days
2. Buyer shall have 5 days (by statute cannot be less than 5 calendar days) from receipt to review and approve the above documents. If Buyer is not satisfied with such documents, Buyer may terminate this Agreement by written notice to Seller within the specified number of days in which case the earnest money deposit shall be returned to Buyer. In the event Buyer does not so notify Seller within the specified number of days, this contingency is waived by Buyer.
3. Seller shall provide Buyer with an updated Resale Certificate if required by Buyer's lender or closing agent and shall provide Buyer with a lender questionnaire if required by Buyer's lender. Buyer will pay any fee charged by the association for these documents when due.
4. Seller represents that condominium association fees in the current amount of **\$275.00** are due ☒ monthly ☐ quarterly, and include the following:

• Water:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unknown
• Sewer:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unknown
• Heat:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unknown
• Hot Water:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unknown
• Insurance: (common areas)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown
• Maintenance: (common areas)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown
• Other: Snow removal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown
• Other: Trash Pick-up	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unknown
• Other: Mowing/pest control	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown
• Other: Roof	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unknown

Page 1 of 2

Buyer Initials _____

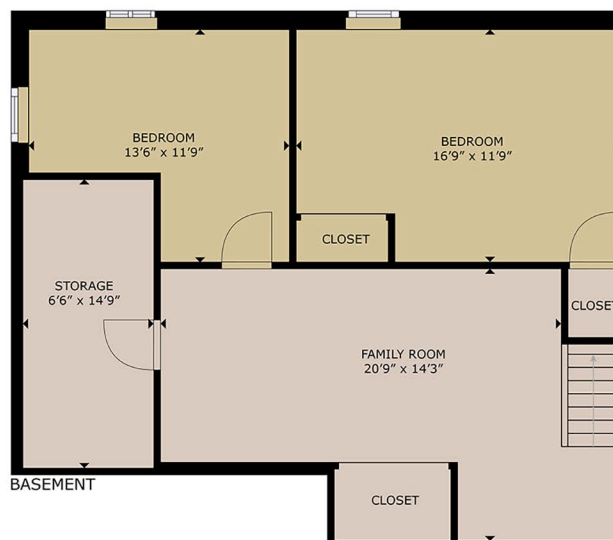
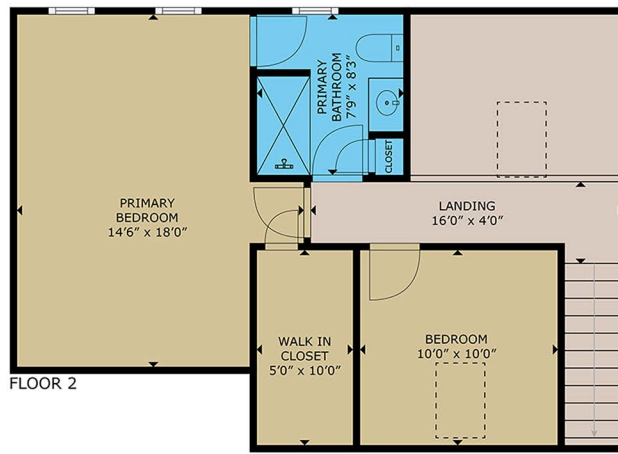
Seller Initials _____

For Property Located At: 26 Forest Terrace, Brunswick, ME 04011-2941

5. Buyers are required to pay an entry fee of \$ ZERO to the association at closing.
The association fees are payable to Maplewood Association
at the following address: 12 Forest Terrace, Brunswick, ME 04011

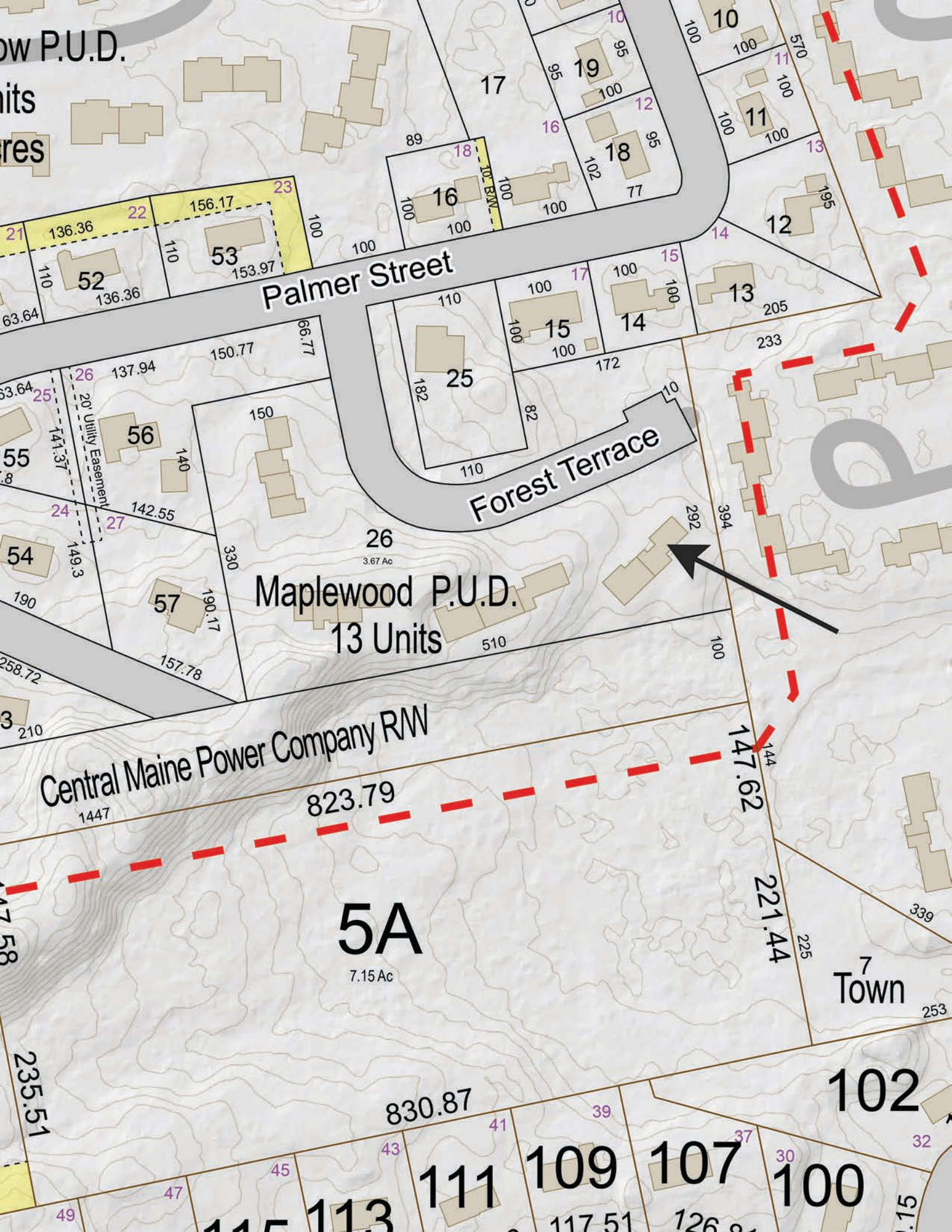
Buyer	Date	Seller Andrea J. Sehestedt	Date
Buyer	Date	Seller Mark B. Sehestedt	Date
Buyer	Date	Seller	Date
Buyer	Date	Seller	Date

* The Maine Condominium Act establishes the following requirements in connection with the resale of a condominium unit: A unit owner is required to furnish to a purchaser a copy of the declaration (other than the plats and plans), the bylaws, the rules or regulations of the association, and a reasonably current certificate containing the items set forth in 33 MRSA §1604-108. The condominium's association is required, within 10 calendar days after a request by a unit owner and payment of any reasonable fee established by the association, to furnish a certificate containing the information necessary to enable the unit owner to comply with this requirement. If the certificate is not provided prior to execution of the purchase contract, the purchase contract is voidable by the purchaser until the certificate has been provided and for 5 calendar days thereafter or until conveyance, whichever first occurs.



GROSS INTERNAL AREA
 BASEMENT: 728 sq. ft, FLOOR 1: 796 sq. ft
 FLOOR 2: 516 sq. ft, TOTAL: 2,040 sq. ft
 EXCLUDED AREA: GARAGE: 238 sq. ft
 DECK: 90 sq. ft

SIZES AND DIMENSIONS ARE APPROXIMATE, ACTUAL MAY VARY.



ow P.U.D.
its
res

Palmer Street

Forest Terrace

Maplewood P.U.D.
13 Units

Central Maine Power Company RW

5A
7.15 Ac

7
Town

102

109

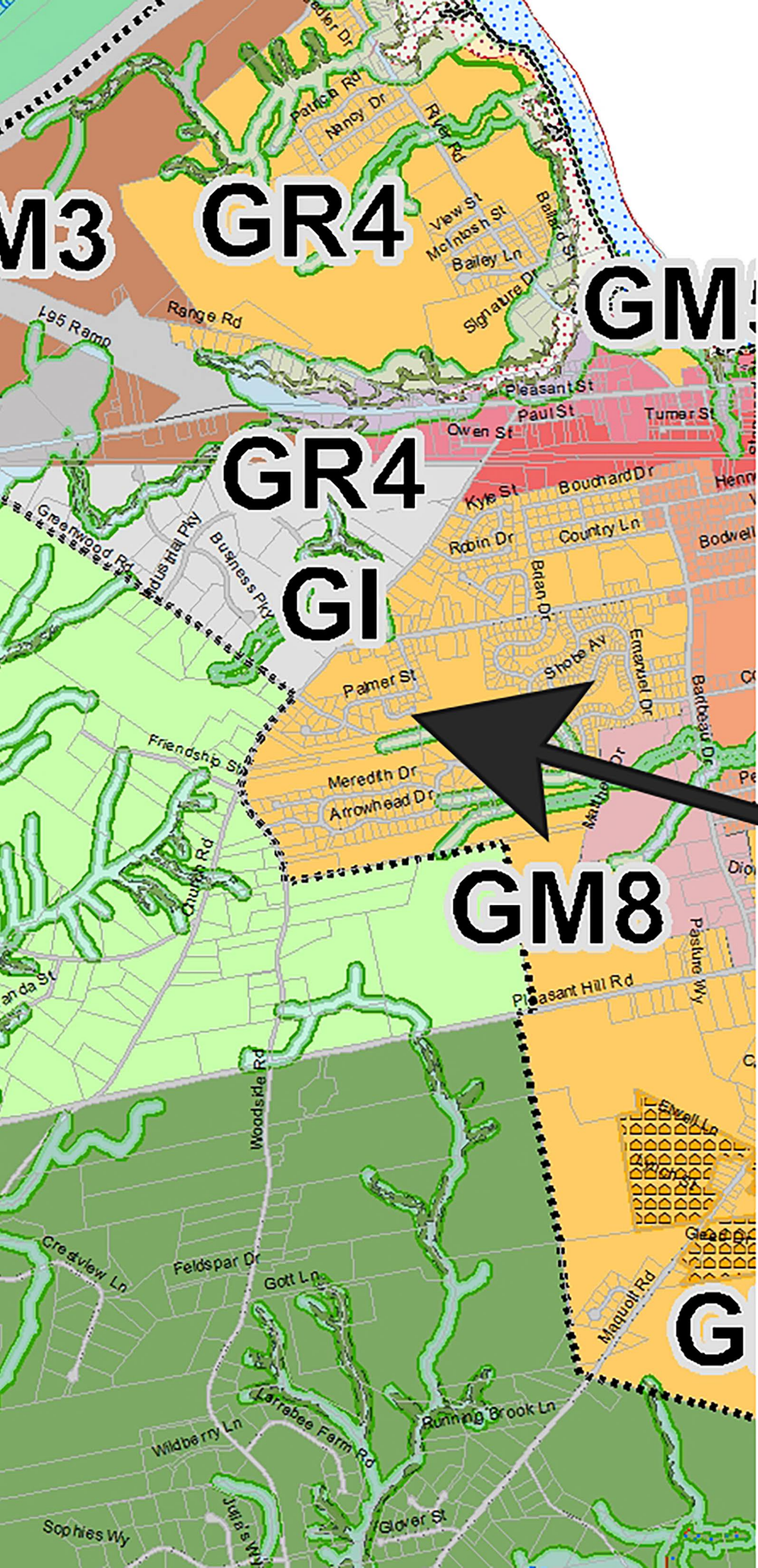
107

100

111

113

115



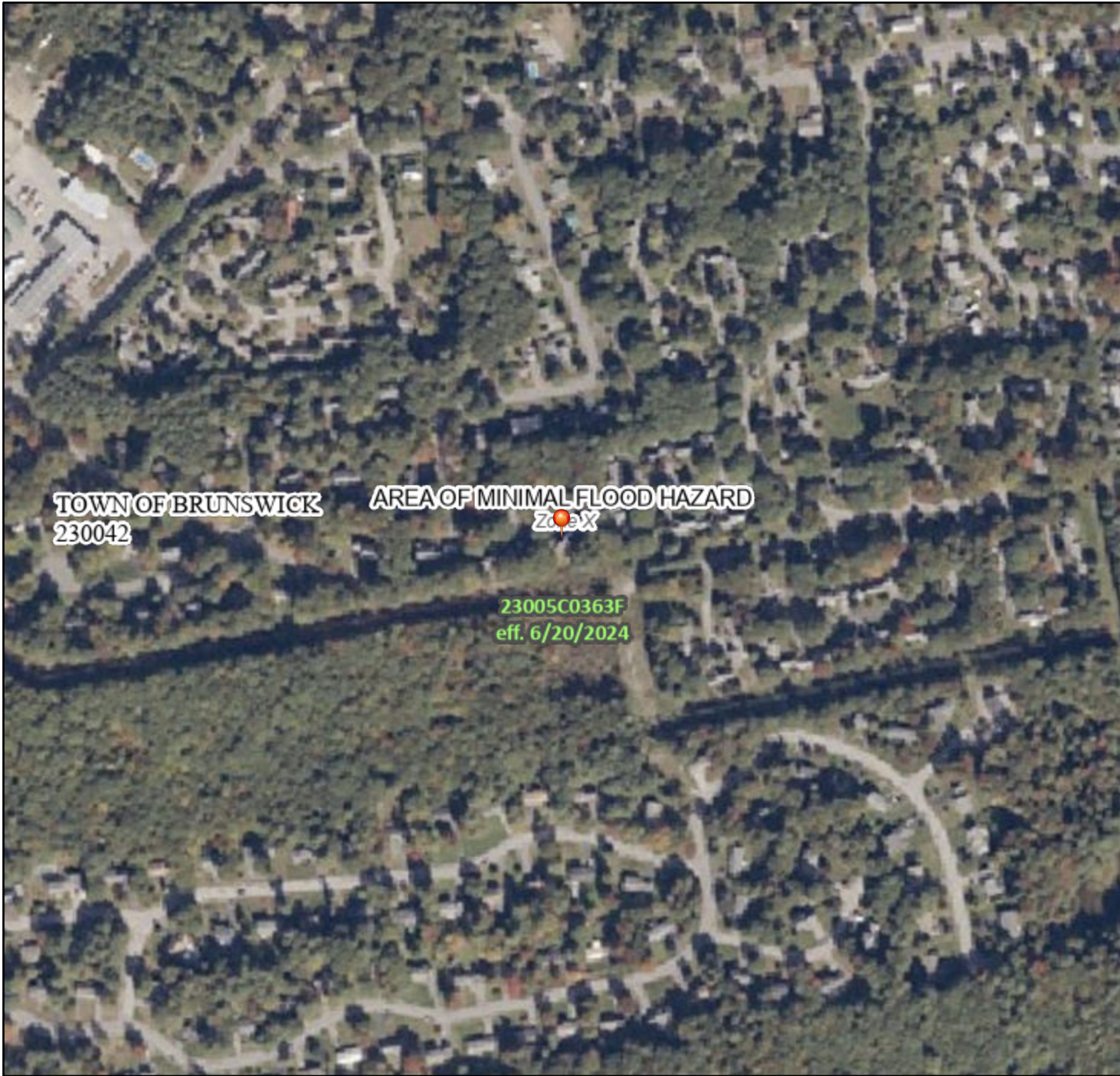
Zoning Districts & Overlay Zones

- Growth - Rural Area Boundary
- Growth Aviation (GA)
- Growth College 1 (GC1)
- Growth College 2 (GC2)
- Growth College 3 (GC3)
- Growth College 4 (GC4)
- Growth College 5 (GC5)
- Growth Industrial (GI)
- Growth Mixed-Use 1 (GM1)
- Growth Mixed-Use 2 (GM2)
- Growth Mixed-Use 3 (GM3)
- Growth Mixed-Use 4 (GM4)
- Growth Mixed-Use 5 (GM5)
- Growth Mixed-Use 6 (GM6)
- Growth Mixed-Use 7 (GM7)
- Growth Mixed-Use 8 (GM8)
- Growth Natural Resources (GN)
- Growth Outdoor (GO)
- Growth Residential 1 (GR1)
- Growth Residential 2 (GR2)
- Growth Residential 3 (GR3)
- Growth Residential 4 (GR4)
- Growth Residential 5 (GR5)
- Growth Residential 6 (GR6)
- Growth Residential 7 (GR7)
- Growth Residential 8 (GR8)
- Growth Residential 9 (GR9)
- Growth Residential 10 (GR10)
- Rural Farm and Forest (RF)
- Rural Mixed-Use (RM)
- Rural Natural Resources (RN)
- Rural Protection 1 (RP1)
- Rural Protection 2 (RP2)
- Rural Residential (RR)
- ▨ Airport Approach Zone
- ▨ Runway Protection Zone
- APO 1
- APO 2
- APO 3
- Mobile Home Park Overlay
- Telecommunications Overlay
- Special Flood Hazard Area (FEMA)

National Flood Hazard Layer FIRMMette



69°59'52"W 43°54'20"N



1:6,000

69°59'14"W 43°53'54"N

Basemap Imagery Source: USGS National Map 2023

Legend

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

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
		Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

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

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 9/5/2024 at 9:12 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

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

26 FOREST TERRACE

Location 26 FOREST TERRACE

Mblu U30/ / 026/000 010/

Acct# U30026000010

Owner SEHESTEDT, MARK B &
ANDREA J JT

TIF/Current Use

Assessment \$181,900

PID 7670

Building Count 1

Lot Description

Current Value

Assessment			
Valuation Year	Improvements	Land	Total
2024	\$116,900	\$65,000	\$181,900

Owner of Record

Owner SEHESTEDT, MARK B & ANDREA J JT
Co-Owner
Address 26 FOREST TERRACE
BRUNSWICK, ME 04011

Sale Price \$173,500
Book & Page 26155/0103
Sale Date 06/23/2008
Instrument 00

Ownership History

Ownership History				
Owner	Sale Price	Book & Page	Instrument	Sale Date
SEHESTEDT, MARK B & ANDREA J JT	\$173,500	26155/0103	00	06/23/2008
RAFFORD, ROBERT D	\$149,000	21741/0239	00	08/31/2004

Building Information

Building 1 : Section 1

Year Built: 1985
Living Area: 1,299
Replacement Cost: \$131,540
Building Percent Good: 80
Replacement Cost
Less Depreciation: \$105,200

Building Attributes

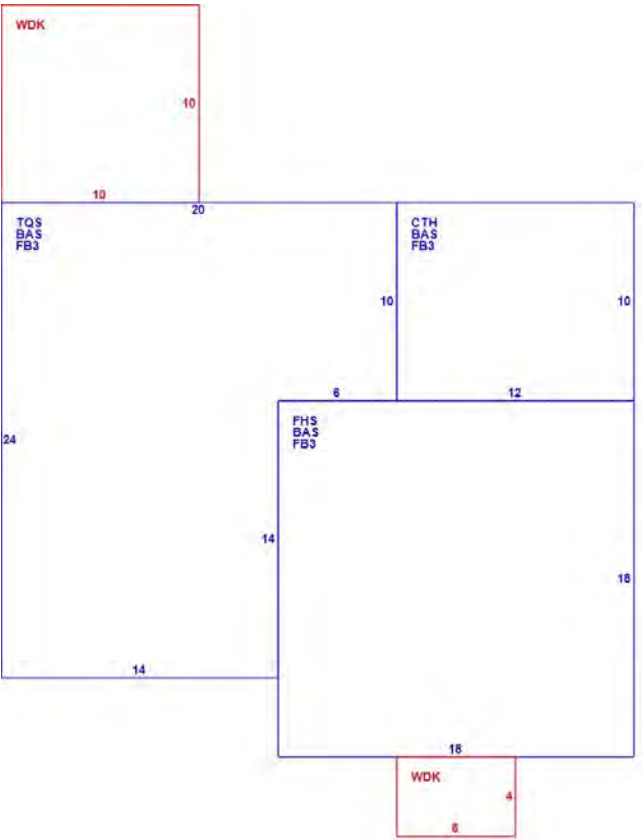
Field	Description
Style:	Condominium
Model	Res Condo
Stories:	1.75
Grade	Average
Occupancy	1
Interior Wall 1:	Drywall/Sheet
Interior Wall 2:	
Interior Floor 1	Carpet
Interior Floor 2	Hardwood
Heat Fuel:	Oil/Gas
Heat Type:	FHW
AC Type:	None
Ttl Bedrms:	2 Bedrooms
Ttl Bathrms:	1 Full
Ttl Half Bths:	1
Xtra Fixtres	1
Total Rooms:	6
Bath Style:	Typical
Kitchen Style:	Typical
Kitchen Type	
Kitchen Func	
Primary Bldg Use	
Htwtr Type	
Atypical	
Park Type	
Park Own	
Park Tandem	0
Fireplaces	
Num Part Bedrm	
Base Flr Pm	
Num Park	
Pct Low Ceiling	
Unit Lochn	
Grade	Very Good
Stories:	1.5
Residential Units:	13
Exterior Wall 1:	Clapboard
Exterior Wall 2:	
Roof Structure	Gable/Hip

Building Photo



(<https://images.vgsi.com/photos/brunswickmePhotos/\00\04\66\86.jpg>)

Building Layout



([ParcelSketch.ashx?pid=7670&bid=7670](#))

Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	840	840
TQS	Three Quarter Story	396	297
FHS	Half Story, Finished	324	162
CTH	Cathedral Ceiling	120	0
FB3	3/4 Basement, Finished	840	0
WDK	Deck, Wood	124	0
		2,644	1,299

Roof Cover	Asph/F GlS/Cmp
Cmrcl Units:	0
Res/Com Units:	0
Section #:	0
Parking Spaces	0
Section Style:	0
Foundation	
Security:	
Cmplx Cnd	
Xtra Field 1:	
Remodel Ext:	
Super	
Grade	
Color	

Extra Features

Extra Features	Legend
No Data for Extra Features	

Land

Land Use

Use Code

1020

Description

Condo

Zone

GR4

Neighborhood

C21

Land Line Valuation

Size (Acres)

0

Assessed Value

\$65,000

lblndfront

Outbuildings

Outbuildings					Legend
Code	Description	Size	Assessed Value	Bldg #	
FGR1	GARAGE-AVE	242.00 S.F.	\$11,700	1	

Valuation History

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$116,900	\$65,000	\$181,900
2022	\$111,700	\$65,000	\$176,700
2021	\$111,700	\$65,000	\$176,700



Town of Brunswick, Maine
Real Estate Taxes 2024-25

Tuesday, September 10, 2024

9:30:31 AM

Parcel ID	Bill No.	Name 1	Name 2		Property Location	Land Value	Bldg Value	Exempt Value	Taxable Value	Oct 2024 Due	Apr 2025 Due	Total Tax
MP1-109-000-000	02418060	SEA POINT LAND CO	C/O MOLLY RENNIE	25	EAST MARGINAL RD	15,700	0	0	15,700	187.23	187.22	374.45
U15-113-00A-000	02418061	SEABRIGHT PROPERTIES LLC		14	STANWOOD ST	50,400	208,400	0	258,800	3,086.19	3,086.19	6,172.38
016-019-000-000	02418062	SEALARK-FIVE LLC		0	LAMB FARM RD	59,100	0	0	59,100	704.77	704.77	1,409.54
018-012-000-000	02418063	SEALARK-FIVE LLC		192	RAYMOND RD	73,100	0	0	73,100	871.72	871.72	1,743.44
018-055-000-000	02418064	SEALARK-FIVE LLC		0	NORTH TRAIL	25,800	0	0	25,800	307.67	307.66	615.33
052-050-000-000	02418065	SEAN K BARKER LIVING TRUST	ELIZABETH S BARKER LIVING TRUST	3	BALSAM AVE	72,800	331,000	17,250	386,550	4,609.61	4,609.61	9,219.22
U22-083-000-000	02418066	SEARCH, HOWARD R	SEARCH, SHERYL L (JT)	79	MCKEEN ST	68,100	175,500	21,400	222,200	2,649.74	2,649.73	5,299.47
022-054-000-049	02418067	SECONE, LAURA L		46	LINNELL CIR	0	23,900	17,250	6,650	79.30	79.30	158.60
013-031-000-000	02418068	SEDGEWICK, MICHAEL K		61	DURHAM RD	64,500	186,700	0	251,200	2,995.56	2,995.56	5,991.12
U28-030-000-000	02418069	SEEGERS, ERIN & STEINHOUSER, JASON JT		58	HENNESSEY AVE	50,000	112,600	17,250	145,350	1,733.30	1,733.30	3,466.60
U10-021-000-000	02418070	SEGAL, KENNETH B	SEGAL, JUDITH L	10	SPARWELL LN	104,900	261,200	28,200	337,900	4,029.46	4,029.46	8,058.92
MP1-084-000-000	02418071	SEGALL, WYNN H	JENEFSKY, ANNA	80	EAST MARGINAL RD	286,000	268,500	0	554,500	6,612.42	6,612.41	13,224.83
041-017-00B-000	02418072	SEGARS, GUY & DAWN		105	STORER RD	51,100	126,500	17,250	160,350	1,912.18	1,912.17	3,824.35
045-055-000-000	02418073	SEGUINLAND LLC		256	BATH RD	254,600	899,600	0	1,154,200	13,763.84	13,763.83	27,527.67
U30-026-000-010	02418074	SEHESTEDT, MARK B & ANDREA J JT		26	FOREST TERRACE	65,000	116,900	0	181,900	2,169.16	2,169.16	4,338.32
U21-120-000-000	02418075	SEHON, SCOTT		26	THOMPSON ST	68,600	113,500	17,250	164,850	1,965.84	1,965.83	3,931.67
022-054-000-205	02418076	SEIDENBERG, MARY		35	SCARPONI DR	0	16,600	0	16,600	197.96	197.95	395.91
U29-047-000-000	02418077	SEIDL, VINCENT C		7	MOORE AVE	55,200	141,000	21,400	174,800	2,084.49	2,084.49	4,168.98
U29-161-000-000	02418078	SEILER, JAY S		22	EMANUAL DR	49,800	119,600	17,250	152,150	1,814.39	1,814.39	3,628.78
U05-028-000-000	02418079	SEIP, CRAIG E & SHIRLEY M &	CANDAGE, JERI-LYNN JT	97	JORDAN AVE	61,200	108,500	17,250	152,450	1,817.97	1,817.96	3,635.93
U39-032-000-000	02418080	SEITZ, MARK E & KERI S JT		6	ALGONQUIN LN	75,900	222,700	17,250	281,350	3,355.10	3,355.10	6,710.20
007-057-000-000	02418081	SELBERG, ERNEST G JR & CARLA J JT		36	CORNERSTONE DR	52,200	286,500	17,250	321,450	3,833.29	3,833.29	7,666.58
038-023-000-000	02418082	SELF, DOUGLAS E		260	COOMBS RD	50,000	134,000	17,250	166,750	1,988.50	1,988.49	3,976.99
U22-073-000-000	02418083	SELINGER, JEFFREY S & VYJAYANTHI R JT		5	BODWELL ST	50,000	155,200	17,250	187,950	2,241.31	2,241.30	4,482.61
036-004-00D-000	02418084	SELLERS, KATHERYN E & REYNOLDS, DANIEL P		19	BUTTERMILK COVE	151,100	132,500	17,250	266,350	3,176.23	3,176.22	6,352.45
025-016-000-049	02418085	SELMAN, JOHN J II		10	GLEED DR	0	20,000	17,250	2,750	32.80	32.79	65.59
024-002-00A-000	02418086	SELMAYR, PETER N	HANDWERKER, KORI MICHELLE	380	HARPSWELL RD	52,500	163,400	17,250	198,650	2,368.90	2,368.90	4,737.80

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENT: That Robert D. Rafford of 26 Forest Terrace, Brunswick ME 04011, for consideration paid grant(s) to Andrea J. Sehestedt, of 22 Birch Meadow Road, Brunswick ME 04011 and Mark B. Sehestedt, of 22 Birch Meadow Road, Brunswick ME 04011, as joint tenants with rights of survivorship, with WARRANTY COVENANTS:

Two certain lots or parcels of land, with the buildings thereon, situated in Brunswick, County of Cumberland, State of Maine, and being those parcels of land designated 403 and G3 on an Amended Plan for Maplewood, a Planned Unit Development dated April 17, 1986 and recorded in Plan Book 154, Page 19 of the Cumberland County Registry of Deeds, and being also those parcels designated as Unit 403 and Garage 403 on Detail Plan 4 of Maplewood, a Planned Unit Development, dated March 3, 1983, by Larry Slaughter, L.S., recorded in the Cumberland County Registry of Deeds in Plan Book 137 at Page 70, to which Plans and their record reference is made for a more particular description of the premises herein conveyed.

Further reference is made to a site plan of Maplewood Planned Unit Development by Salmon Falls Associates, dated August 17, 1981 and recorded in Plan Book 137, Page 16 of said Registry of Deeds. Said original plan of the Maplewood Planned Unit Development was amended for the purpose of reflecting those slight variations in locations of the third and fourth building unit complexes, which varied from the original recorded plan. Reference is also made to an Amended Plan for Maplewood, a Planned Unit Development dated September 13, 1985 and recorded in Plan Book 150, Page 50 of the Cumberland County Registry of Deeds.

Also conveying a twenty foot (20') exclusive easement as it pertains to Unit 403 as designated on the above-referenced Detail Plan and defined as a limited common area in a Declaration of Covenants, Conditions and Restrictions of Maplewood Planned Unit Development dated March 28, 1983 and recorded in Book 6160, Page 54 of the Cumberland County Registry of Deeds.

Also conveying to the grantees herein, their heirs and assigns, as appurtenant to said Unit 403 and Garage 403, in common with the Grantor herein and others, all as set forth in said Declaration of Restrictions, the rights and easements to the use of the common areas and facilities, including without limiting the generality thereof, all roads, ways, walks, paths, ducts, pipes, plumbing, wiring, and other facilities for the furnishing of utilities and services, subject always, to the exclusive rights and easements granted to other particular units in Maplewood Planned Unit Development in certain facilities, all as set forth in said Declaration.

This conveyance, together with all easements and rights herein conveyed, is subject to all the provisions of said Declaration of Covenants, Conditions and Restrictions of Maplewood Planned Unit Development as the same are recorded in Book 6160, Page 54 of said Registry of Deeds, to which Declaration and its record reference is hereby made for a more particular description.

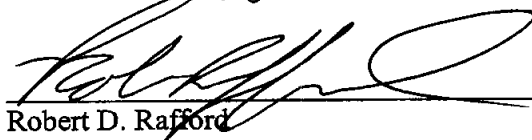
The Grantees herein, by accepting delivery of this deed, agree for themselves, their heirs and assigns, to abide by all of the covenants, conditions and restrictions set forth in said Declaration, and further agree to abide by the Bylaws of Maplewood Development Association, a Maine non-profit corporation situated in Brunswick, County of Cumberland, State of Maine.

RA

MAINE REAL ESTATE TAX PAID

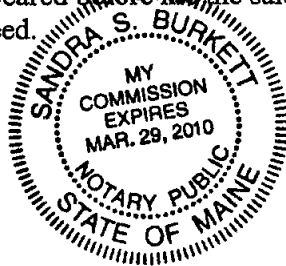
Reference is hereby made to a deed from Dominic D'Alessio, Jr. and Tracie M. D'Alessio to Robert D. Rafford dated August 31, 2004 and recorded in the Cumberland County Registry of Deeds in Book 21741, Page 239.

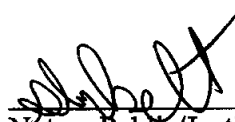
Executed this 23 day of June, 2008.


Robert D. Rafford

State of ME
County of Cumberland

Then personally appeared before me the said Robert D. Rafford and acknowledged the foregoing to be his voluntary act and deed.





Notary Public/Justice of the Peace
Commission expiration:
Title not searched by preparer of deed

Received
Recorded Register of Deeds
Jun 25, 2008 11:33:32A
Cumberland County
Pamela E. Lovley

12608
DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF MAPLEWOOD PLANNED UNIT DEVELOPMENT

THIS DECLARATION, made on the date hereinafter set forth by MAPLEWOOD DEVELOPMENT CORPORATION, a Maine business corporation with a business address of 17 Quarry Road, Brunswick, Maine 04011, hereinafter referred to as DECLARANT.

WITNESSETH:

WHEREAS, DECLARANT is the owner of certain property in Brunswick, County of Cumberland, State of Maine, which is more particularly described as:

A certain lot or parcel of land, with the buildings thereon, situated in Brunswick, County of Cumberland, State

of Maine, more particularly bounded and described as follows, to wit:

Beginning at a point marking the southwesterly corner of Lot No. 17 as designated on a Subdivision of Lots - Marion Palmer - dated June 2, 1955, by Wright-Pierce, recorded in Plan Book 44, Page 13 of the Cumberland County Registry of Deeds, to which Plan and its record reference is hereby made; thence South $82^{\circ} 15''$ East one hundred seventy-one and fifty-two one hundredths (171.52') feet along the southerly boundary of said Lot 17 and part of Lot 15 as shown on said Plan to a point; thence South $7^{\circ} 45''$ West a distance of two hundred ninety-one and ninety-eight hundredths (291.98') feet along the westerly bound of land of Robert Fortin to an iron pin set in the ground on the northerly sideline of land of the Central Maine Power Company; thence North $83^{\circ} 03''$ West by the northerly sideline of said Central Maine Power Company land three hundred fifty-nine and eighty hundredths (359.80') feet to an iron pin set in the ground and land of Margaret L. Williams conveyed to George H. Homer, Jr. et ux by deed dated April 15, 1981 and recorded in Book 4770, Page 140 of the Cumberland County Registry of Deeds; thence North $7^{\circ} 45''$ East along said of Margaret L. Williams conveyed to George H. Homer, Jr. et ux and along land retained by said Margaret L. Williams a distance of four hundred forty-six and fifty-three hundredths (446.53') feet to a point and land of Louella Spangenburg, which said point is situated on the northerly line of a fifty (50') foot right-of-way as reserved in deed of Margaret L. Williams to Louella Spangenburg dated October 22, 1975 and recorded in Book 385, Page 185 of the Cumberland County Registry of Deeds, which said right-of-way is a continuation of Palmer Street as reflected on said Plan; thence South $82^{\circ} 15''$ East a distance of one hundred (100') feet to the southwesterly corner of Lot 18 as designated on said Plan; thence South $7^{\circ} 45''$ West along the westerly end of said Palmer Street a distance of fifty (50') feet to a point, which said point is situated on the northerly bound of Lot 25 as designated on the Town of Brunswick Assessor's Tax Map for 1978, Page U-30, as recorded in Assessor's Plan Book 23, Page 32 in the Cumberland County Registry of Deeds, which said land is owned now or formerly of one R. Duball et ux; thence in a general westerly direction a distance of twenty-two and thirty-eight hundredths (22.38') feet along the northerly bound of said land of R. Duball et ux to a point; thence South $7^{\circ} 45''$ West a distance of one hundred eighty-two (182') feet to a point; thence South $82^{\circ} 15''$ East a distance of one hundred ten (110') feet to a point; thence North $7^{\circ} 45''$ East a distance of eighty-two (82') feet to the point of beginning.

Also another certain lot or parcel of land, with the buildings thereon, situated in Brunswick, County of Cumberland, State of Maine, bounded and described as follows, to wit:

Beginning at a point on the northerly boundary line of the Central Maine Power Company right-of-way, which said point marks the southwesterly corner of land conveyed to George H. Homer, Jr. et ux by Louella Spangenburg by deed dated April 15, 1981 and recorded in Book 4770, Page 138 of the Cumberland County Registry of Deeds; thence North $7^{\circ} 45''$ East along the westerly bound of said land conveyed by Louella Spangenburg to George H. Homer, Jr. et ux a distance of three hundred thirty (330') feet to a point; thence North $82^{\circ} 15''$ West along land of Margaret L. Williams a distance of one hundred fifty (150') feet to a point; thence South 7°

45" West, and maintaining a distance of one hundred fifty (150') feet from the westerly bound of said land conveyed by Louella Spangenburg to George H. Homer, Jr. et ux, a distance of three hundred thirty (330') feet to the northerly bound of said Central Maine Power Company right-of-way; thence South 83° 30" East along said northerly bound of said Central Maine Power Company right-of-way a distance of one hundred fifty (150') feet to the point of beginning.

Being the same premises conveyed to the DECLARANT by George H. Homer, Jr. and Sandra J. Homer by deed dated August 7, 1982 and recorded in the Cumberland County Registry of Deeds in Book 5006, Page 274.

Further reference is made to a Plan of Maplewood Planned Unit Development by Larry J. Slaughter, L. S., dated August 17, 1981 to be recorded in said Registry of Deeds.

NOW THEREFORE, DECLARANT hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

A. GENERAL DEFINITIONS

A-1 "Association" shall mean and refer to MAPLEWOOD ASSOCIATION, its successors and assigns.

A-2 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or Lots which are a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

A-3 "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

A-4 "Common Area" shall mean all real property including the improvements thereto owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

All real property described on a Site Plan of the Maplewood Planned Unit Development by Larry J. Slaughter, L. S., dated August 17, 1981 recorded simultaneously herewith in the Cumberland County Registry of Deeds, except the lots for the dwelling units designated on said Plan as 101, 102, 103, 201, 202, 203, 301, 302, 303, 304, 401, 402 and 403, and further excepting the lots for the garages designated G1, G2, G3 or G4 adjoining each respective primary building. Reference is made to said Site Plan for a more particular description. The Common Area comprising the vehicular right-of-way designated Forest Terrace shall, upon completion of development, or in phases, be conveyed to the Town of Brunswick once dedication is accepted by the municipal officers.

A-5 "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area. For purposes of this Declaration, a dwelling unit

lot and its respective garage lot shall be referred to in the singular as "Lot." Reference is made to said Site Plan and to Maplewood Detail Plans 1, 2, 3 and 4 dated March 3, 1983 to be recorded in the Cumberland County Registry of Deeds.

A-6 "Declarant" shall mean and refer to Maplewood Development Corporation, a Maine business corporation with a principal place of business in Brunswick, Maine.

B. SPECIFIC DEFINITIONS

B-1 Description of Buildings. There are four (4) primary buildings with attached garages on said premises, each being a two-story structure. Three of the buildings contain three (3) living units and the fourth building contains four (4) living units. Each building has a full basement and is constructed with conventional woodframe construction. Each living unit has an expandable attic.

B-2 Description of Units. Reference is made to the filed Survey and Site Plan referred to in Paragraphs A-4 and A-5 above for the identification number of each unit, showing its location, approximate area, and immediate common area to which it has access and any other data necessary for its proper identification. There will be a total of thirteen (13) units.

(a) The exterior surfaces of the buildings and

garages, except for the party walls provided for otherwise in this Declaration, shall constitute the boundaries of the units.

- (b) Each unit excludes all common areas and facilities or limited common areas and facilities as further defined hereinafter.
- (c) A terrace is adjacent to each unit, and is accessible from the unit. Also, a lawn area is adjacent and accessible from the respective units, which lawn area is defined as a limited common area, reference being made to the definition of an exclusive easement set forth below in this Paragraph and also to Section B-3 below of this Declaration. Appurtenant to each unit is the exclusive right and easement to use such terrace and adjacent lawn area, subject to the provisions of this Declaration, the By-Laws contained herein and any Rules and Regulations are promulgated pursuant thereto.
- (d) Each unit includes the ground underneath the dwelling building and garage, and the entire building on said ground, including all structural elements and foundations, with the exception that common walls which separate dwelling units or garages shall be construed as party walls, subject to the provisions of Section E below. Appurtenant to each unit shall be an exclusive easement in the common area for use by the unit owner for purpose of a terrace, patio or other landscaping. Such

exclusive easement shall extend twenty (20') feet in front and twenty (20') feet to the rear of each dwelling unit. The use of such easement shall be subject to all the provisions of this Declaration, the Association By-Laws and any rules or regulations promulgated by the Association.

B--3 Description of Common Areas and Facilities. The common areas, as described in Section A-4 above, shall mean all real property exclusive of that real property on which the dwellings and their garages are situated, and exclusive of any rights-of-way which are dedicated to the Town of Brunswick. The common facilities of the Planned Unit Development, hereinafter sometimes referred to as PUD, shall consist of all the facilities exclusive of the dwelling units and shall include the following:

(a) Mailboxes and any structure supporting them;

(b) Installations of any central service equipment outside of the dwelling units providing power and light, including all equipment attendant thereto; all conduits, ducts, pipes, plumbing leading to the dwelling units, wiring, electric meters, and other facilities for the furnishing of utility services or waste removal situated outside of the buildings;

(c) Underground utilities;

(d) All terraces, yards, lawns, gardens,

driveways, walkways, roads and other improved or unimproved areas not within the Units, subject to the exclusive right and easement for use of terraces, and lawn areas appurtenant to Units as provided above in this Declaration;

(e) All tools, equipment and other items of personal property utilized in connection with the maintenance or operation of the Planned Unit Development;

(f) The outside parking spaces designated on said Site Plan, subject to the exclusive right and easement appurtenant to each unit or the parking spaces so assigned to each unit, as all set forth in Section E-7 below;

(g) All recreational facilities on the premises;

(h) All other parts of the property necessary or convenient to its existence, maintenance and safety, and normally in common use, except such parts of the property as may be specifically excepted or reserved herein.

Said common areas and facilities shall be subject to the provisions of this Declaration, the By-Laws of the Maplewood Association, hereinafter referred to, and to any Rules and Regulations promulgated with respect to the use, management and maintenance thereof.

In addition to, and not in limitation of the

rights of unit owners as elsewhere herein set forth, the owner or owners of each unit shall have, as appurtenant to each unit, the rights and easements in common with the owner or owners of all other units and subject to like rights and easements appurtenant to such other units, to use the common areas and facilities, including without limiting the generality thereof, all roads, ways, walks, paths, ducts, pipes, plumbing, wiring, and other facilities for the furnishing of utilities and services, subject always, however, to the exclusive rights and easements herein granted to the particular units in certain facilities and the restrictions and other provisions herein set forth and in the By-Laws, or Rules and Regulations promulgated by the Association.

B-4 Description of Limited Common Areas And Facilities

Limited common areas as reflected on said Detail Plans and facilities shall mean and include the following portions of the common areas and facilities to which a right of exclusive use has been reserved as appurtenant to an individual unit, subject to the provisions and requirements of this Declaration and the provisions of the By-Laws of the Association and the Rules and Regulations promulgated pursuant thereto with respect to the lawn area assigned to each living unit and any outside parking space exclusively assigned to each unit.

The aforesaid limited common areas and facilities shall be maintained and repaired as necessary by the Association in accordance with the provisions

of the By-Laws thereof hereinafter set forth. To the extent that repairs are necessitated by the negligence, misuse, abuse or neglect of the unit owner, his agents, lessees or invitees, such expense of repairs shall be charged to such unit owner individually and the unit owner shall be personally liable therefor.

With respect to the lawn area exclusively allocated to each living unit, each unit owner shall have the right to landscape and garden his respective lawn area, provided, however, that each unit owner shall be responsible for the maintenance and upkeep of any such landscaping and gardening, and, provided, further, that the layout or design of said gardening or landscaping shall not unreasonably interfere with or obstruct the ability of the Association to maintain the lawn area as aforesaid. Mowing of the designated lawn areas shall be performed by the Association.

Terraces shall be kept clean and neat by and at the sole and separate expense and risk of the owners of such units (who shall also reimburse the Association for the cost of any repairs or damage thereto caused or permitted by such unit Owner's negligence, misuse or neglect). If the owner of any such unit shall fail or neglect so to maintain any such terrace in a proper and safe manner, the Board of Directors of the Association may do so and charge such unit owner for the costs thereof (for which costs such unit owner shall be liable).

All parking spaces and walks shall be maintained and repaired, as necessary, by the Board of Directors, except to the extent that such repairs are necessitated by the negligence, misuse, abuse or neglect of the unit owner, his agents, lessees or invitees, in which event, the expense of such repairs shall be charged to such unit owner individually and the unit owner shall be personally liable therefor.

C. PROPERTY RIGHTS

C-1 Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the right to the use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area

to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of the members has been recorded, and unless approved by all holders of first mortgages on all the Units.

C-2 Exclusive Easements. Subject to the right of the Association to maintain sidewalks and utilities and equipment described in Paragraph B-3 above, the owner of each unit and Lot shall have the exclusive right and easement to use the adjacent Common Area extending twenty (20') feet in front and twenty (20') feet to the rear of each dwelling unit. Such exclusive rights shall also extend to side lawn areas for those units which have exterior side walls. For purposes of this Paragraph "dwelling unit" shall not include garage.

C-3 Each Lot shall have an easement extending beyond its perimeter, including party wall boundaries, for encroachments caused by normal shifting and settling of foundations and buildings.

C-4 Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, guests or contract purchasers who reside on the property.

D. PURPOSES, USES AND RESTRICTIONS

D-1 The purposes for which the units, the Common Areas and facilities and all other facilities are intended to be used are as follows:

- (a) Each of the units is intended to be used solely for residential purposes subject to all restrictions set forth herein in the By-Laws and in such rules and regulations (the "Rules and Regulations") as are from time to time promulgated by the Board of Directors, and subject to municipal and state law, provided, however, that until all of the units have been sold by the Declarant or its assigns, any unit owned by the Declarant may be used as a model for display and/or as offices for purposes of sale of the units, or for other similar purposes.
- (b) The common areas and facilities are intended only for such ancillary use as is required and customary in connection with the foregoing purposes.
- (c) The parking spaces are intended to be used for the parking of private passenger cars, motorcycles or mopeds of occupants of the units and not for trucks, campers or other commercial vehicles or items except with the prior written permission of the Board of Directors.
- (d) Any and all recreational facilities shall be

common facilities intended to be used for the private recreation and enjoyment of the occupants of units and their families and guests, subject to (a) provisions of the By-Laws of the Association and Rules and Regulations promulgated pursuant thereto, and (b) provisions of the following sections of this Declaration.

D-2 The units and the Common Areas and facilities shall be subject to the restrictions that:

(a) No such unit shall be used for any purpose other than as a dwelling, except as provided in section D-1(a) above with respect to the Declarant;

(b) Except for the Declarant in the ordinary course of selling of the Units or the Declarant's mortgagee as a result of foreclosure, and in an effort to preserve the single family, residential character of the P. U. D., no individual unit owner may own more than two (2) units at the same time and the purported sale of a unit in violation of this Section shall be voidable by the Board of Directors or any other unit owner. It shall not be deemed a violation of this Section for the Declarant to own more than two units prior to their first sale, for a mortgagee to own more than two units at the same time as a result of acquiring title by foreclosure or deeds in lieu of foreclosure, for the Association to acquire title to more

than two units at the same time by foreclosure, surrender of the units, by the owners thereof, purchase at judicial sale, or exercising its option rights hereunder, or for an individual to acquire more than two units at one time by devise or descent; provided, however, that the Association, mortgagee or such individual acquiring title to more than two units as aforesaid shall be required to place those units acquired in excess of two (2) on the open market sixty (60) days after acquiring title to the same, subject to the provisions of this Section. For purposes of construing this section, the acquisition by the Association for a unit for use by a resident manager shall not be counted as a unit in determining whether or not a violation of this Section has occurred, provided such unit is used by resident manager within thirty (30) days of its acquisition by the Association.

- (c) No business activities of any nature shall be conducted in any such unit, except (i) as provided in section D-1(a) above with respect to the Declarant and (ii) that a person residing in any such unit may, if permitted by and duly authorized in accordance with applicable law and governmental regulations, maintain therein an office for his or her personal and professional use, but no employees or persons other than a resident of such unit shall engage therein in any such

activities and no such office shall be advertised, held out or used as a place for services to clients or patients;

- (d) No unit owner shall rent, let, lease or license his unit for use or occupancy except to persons who have first been approved in writing by the Board of Directors of the Association provided, however, that such right of approval shall not be exercised so as to restrict use or occupancy of units because of race, creed, color, sex or national origin and provided, further, that such approval shall not be unreasonably withheld by the Board of Directors of the Association. All leases shall be in writing for a term of no less than six (6) months and shall be for no less than an entire unit. No unit owner shall permit his unit to be used for hotel or transient purposes. There shall be no other restriction relating to the term of the lease.

Notwithstanding anything contained herein to the contrary, until all of the units have been sold by the Declarant, the Declarant may let or lease any units owned by it without prior approval of the Board of Directors, subject to municipal approval.

- (e) All maintenance and use by unit owners of all facilities, including dwelling units, shall be done so as to preserve the appearance and character of the same and of the grounds and

buildings without modifications; the Association shall maintain the exteriors of the individual dwelling units in an effort to preserve the uniformity and character of appearance.

(f) All use and maintenance of units shall be conducted in a manner consistent with the comfort and convenience of the occupants of other units and in accordance with Rules and Regulations with respect thereto from time to time promulgated by the Board of Directors of Association and in accordance with the provisions of the By-Laws of the Association;

(g) No improper, offensive or unlawful use shall be made of the units or any part thereof, and all applicable laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be strictly observed by all unit owners.

(h) All unit owners shall maintain fire and liability insurance in forms and amounts acceptable to the Board and, upon reasonable request, shall provide evidence that such policies are in effect.

D-3 In order to preserve the character of the Planned Unit Development as a residential community, anything to the contrary herein notwithstanding, occupancy of all units shall be at all times subject to the By-Laws of Maplewood Association, and to such rules and regulations as may be

prescribed and established governing such use or which may be hereafter prescribed and established by the Association. Said restrictions contained herein, in the By-Laws or in Rules and Regulations adopted pursuant thereto, shall be for the benefit of the owners of all of the units and the Board of Directors of the Association as the persons in charge of the common areas and facilities; shall be enforceable solely by said Board of Directors; and to that end, may be extended by said Board of Directors at such time or times and in such manner as permitted or required by law for the continued enforceability thereof.

Prior to the date of this Declaration, and the recording thereof, there has been formed Maplewood Association, a non-profit and non-stock corporation organized under the laws of the State of Maine, which corporation shall be the governing body for all the unit owners with respect to the administration, maintenance, repair and replacement of the common areas, as provided by this Declaration. Each of the unit owners, tenants of such owners, employees of tenants and owners or any other persons who may in any manner use the property or any part thereof submitted to the provisions of the Act shall be bound by the following By-Laws of the Association. Each unit owner, whether in full or partial fee, shall automatically become and be a member of the Association so long as he continues as a unit owner. Upon the termination of the interest of a unit owner, his membership and any interest in the common funds shall thereupon automatically

terminate and transfer and inure to the next unit owner or owners succeeding him in interest.

E. PARTY WALLS AND PARKING

E-1 General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots, including the garage portion of the Lots, shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

E-2 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

E-3 Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

E-4 Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligence or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

E-5 Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

E-6 Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

E-7 Parking Rights. Ownership of each Lot shall entitle the Owner or Owners thereof to the use of one (1) exclusive automobile parking space, which shall be in front of the access to the garage owned by such Owner or Owners, together with the right of ingress and egress in and upon such parking area. The Association may, in its discretion, permanently assign additional parking spaces for each dwelling.

F. MEMBERSHIP AND VOTING RIGHTS

F-1 Eligibility.

- (a) All present Owners of Lots shall be Association members. No person or corporation taking a mortgage as security for the payment of money or the performance of any obligation shall become entitled to membership until such mortgage has been foreclosed and title passed.
- (b) In the event any Lot is owned jointly in common by two or more persons, each such person owning a fractional share of said Lot shall be a member and shall have voting rights as set forth below in this Article.
- (c) There shall be no Association charges or dues for membership, except assessments and other charges as set forth in the By-Laws and this Declaration.
- (d) Membership in the Association shall terminate upon any member ceasing to be an owner, in whole or in part, of a Lot.

F-2 Voting.

- (a) Each Association member shall be entitled to vote at membership meetings and one vote shall be allocated to the ownership of each Lot. If two or more persons own a fractional share in common of a single Lot, as joint

tenants or tenants in common, their collective votes shall equal one (1) vote, but their individual votes may be cast as fractional votes in the same proportion as their fractional ownership of a Lot bears to the whole Lot.

- (b) A member shall lose his voting powers, including a voice at any Association meeting, if he is more than sixty (60) days in arrears in the payment of any Association assessment, or portion thereof, provided for in the By-Laws or this Declaration. Such sixty (60) day period shall commence on the day a written notice of delinquency is mailed by the Association in the U. S. Mail, postage prepaid, to such member's last mailing address on file with the Association. It shall be a member's duty, upon obtaining membership, to file such an address with the Association and to notify the Association of any change.

F-3 Rights and Privileges. Except for voting rights as described above, the privileges and rights of membership shall extend to the families of a member, their guests and to individuals residing in the dwelling which a member owns.

G. COVENANT FOR MAINTENANCE ASSESSMENTS

G-1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned

within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, collection costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property or Lot at the time when the assessment fell due.

G-2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

G-3 Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Six Hundred Sixty Dollars (\$660.00) per Lot.

(a) Within sixty (60) days of the conveyance of the first Lot, the Declarant shall pay over

to the Association as a working capital fund the amount of \$1,300.00, being the estimated common charges for two months of all thirteen (13) Units. As Units are sold and advance common charges are collected, the Declarant shall be reimbursed proportionately for its contribution to such working capital fund.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(c) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

(d) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

G-4 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction,

reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose, and further provided that "construction of a capital improvement" shall not be deemed to include the original construction cost of the roads, parking areas, landscaping or utilities servicing the various Lots.

G-5 Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section G3 or G4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) per cent of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

G-6 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform

rate for all Lots and shall be collected on a monthly basis.

G-7 Date of Commencement of Annual Assessments. Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

G-8 Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen (18%) per cent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property in the manner provided by law for foreclosure of Judgment liens.

No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

G-9 Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

H. ARCHITECTURAL CONTROL

H-1 No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties of an Owner, nor shall any exterior addition to or change or alteration therein, including painting of exterior elevations with new colors, be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the

Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Section will be deemed to have been fully complied with.

I. CONDEMNATION

I-1 In the event of a total or partial taking under the powers of eminent domain, the unit owners shall be represented by the Association acting through the Board of Directors. In the event of a partial taking, the award shall be allocated to the respective unit owners according to their proportionate lot ownership, except as to such portion or portions of the award which is attributable to direct or consequential damages suffered by particular units, which shall be payable to the owners of such units or their mortgagees, as their interests may appear. In the case of a total taking of all units and the common areas and facilities, the entire award for the common area shall be payable to the Association to be distributed proportionately to the unit owners.

J. MORTGAGE PROVISIONS: FHLMC AND FNMA PROVISIONS

J-1 Rights of Mortgage Holders, Insurers or Guarantors

The holder, insurer or guarantor of the mortgage on any Unit in the project is entitled to timely written notice of the following:

- (a) Any condemnation or casualty loss that affects either a material portion of the project or the Unit securing its mortgage;
- (b) Any 60-day delinquency in the payment of assessments or charges owed by the owner of any Unit on which it holds the mortgage;
- (c) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and
- (d) Any proposed action that requires the consent of a specified percentage of eligible mortgage holders.
- (e) To obtain this information, the mortgage holder, insurer or guarantor should send a written request to the Association, stating both its name and address and the Unit number or address of the Unit it has the mortgage on.

J-2 Mortgage Notification A unit owner who mortgages his unit, shall notify the Board of Directors of the name and address of his mortgagee and shall, upon request, file a conformed copy of the mortgage with the Board of Directors.

J-3 Payment of Charges The Board of Directors, whenever so requested in writing by a mortgagee of a unit, shall promptly report any then unpaid

common charges due from or any other default by, the owner of the mortgaged unit.

J-4 Notice of Default The Board of Directors, when giving notice to a unit owner of a default in paying common charges or other violation of the provisions of the Declaration, these By-Laws or Rules and Regulations, shall send a copy of such notice to each holder of a mortgage covering such unit whose name and address has previously been furnished to the Board of Directors.

J-5 Examination of Books Each mortgagee of a unit shall be permitted to examine the books, accounts and records of the Association at reasonable times on business days. Each mortgagee shall be entitled to an audited financial statement of the Association, prepared at the mortgagee's expense.

J-6 Specific Provisions Notwithstanding anything to the contrary elsewhere contained in the Declaration or these By-Laws, the following provisions shall govern and be applicable insofar and for so long as the same are required in order to qualify mortgages of units in the for sale to the Federal Home Loan Mortgage Corporation ("FHLMC") or the Federal National Mortgage Association ("FNMA") and rules, guidelines and regulations applicable thereto:

(a) Any first mortgagee of a unit will, upon request, be entitled to inspect the books and records of the Association during normal business hours.

(b) No provision of the Declaration or of

these By-Laws shall be deemed or construed to give a unit owner, or any other party, priority over any rights of first mortgagees of distribution to unit owners of Insurance proceeds or condemnation awards for losses to or a taking of units and/or common areas and facilities.

(c) A first mortgagee of a unit shall, at the request of such mortgagee, be entitled to written notification from the Board of Directors of any default by the mortgagor of such unit in the performance of such mortgagor's obligations under the Declaration and/or these By-Laws which is not cured within sixty (60) days.

(d) Any first mortgagee of a unit who obtains title to the unit pursuant to the remedies provided in the mortgage, or through deed (or assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against such unit which accrue prior to the acquisition of title to such unit by the mortgagee.

(e) Unless all of the first mortgagees (based upon one vote for each first mortgage owned) and unit owners (other than the Declarant) have given their prior written approval, the unit owners and the Board of Directors shall not be entitled to:

(1) By act or omission, seek to abandon

- or terminate the Association;
- (II) Change the pro rata interest or obligations of any unit for purposes of (I) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or (II) determining the pro rata voting rights allocable to each unit;
- (III) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer, the common areas and facilities. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common areas and facilities by the Association shall not be deemed a transfer within the meaning of this clause;
- (IV) Use hazard insurance proceeds for losses to any Association property for other than the repair, replacement or reconstruction of such improvements,
- (f) An adequate reserve fund for maintenance, repairs and replacement of those common areas and facilities which must be replaced on a periodic basis shall be established and shall be funded by regular monthly payments rather than by special assessments.
- (g) Any agreement for professional

management of the Association shall provide that such management contract may be terminated by either party without cause and without payment of a termination fee on not more than ninety (90) days' written notice and the term of any such contract shall not exceed three (3) years.

- (h) No unit owner shall be permitted to lease his unit for transient or hotel purposes and no unit owner may lease less than his entire unit. Any lease agreement shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and By-Laws and that failure by the lessee to comply with the terms of such documents shall be a default under such lease. All leases shall be required to be in writing, and subject to the approval the Board of Directors.

K. GENERAL PROVISIONS

K-1 Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction

herein contained shall in no event be deemed a waiver of the right to do so thereafter.

K-2 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

K-3 Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) per cent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) per cent of the Lot Owners. Any amendment must be recorded.

K-4 Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of the membership, provided future additions or improvements shall be of comparable style, quality, size and cost.

K-5 FHA/VA Approval. Until Lot Owners other than the Declarant own at least seventy-five (75%) per cent of the Lots, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of

Common Areas, and amendment of this Declaration of Covenants, Conditions and Restrictions.

L. AMENDMENTS TO DOCUMENTS

L-1 The Unit Owners shall have the right to amend the project documents. Eligible mortgage holders - those holders of a 1st mortgage on a unit estate who have requested the Association to notify them on any proposed action that requires the consent of a specified percentage of eligible mortgage holders - also have the right to join in the decisionmaking about certain amendments to the project documents.

L-2 Amendments of a material nature must be agreed to by Unit Owners representing at least 67% of the total allocated votes in the Association. In addition, approval must be obtained from eligible mortgage holders representing at least 51% of the votes of unit estates that are subject to mortgages held by eligible holders. A change to any of the following would be considered as material:

- (a) voting rights;
- (b) assessments, assessment liens, or subordination of assessment liens;
- (c) reserves for maintenance, repair and replacement of common areas;
- (d) responsibility for maintenance and repairs;
- (e) reallocation of interests in the general or limited common areas, or rights to their use;
- (f) boundaries of any Unit;

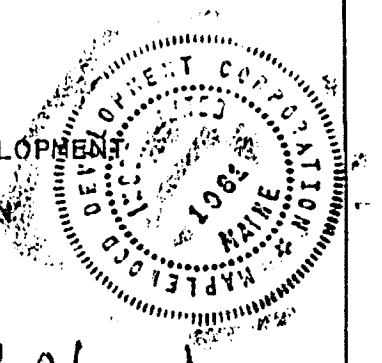
- (g) convertibility of Units into common areas or vice versa;
- (h) expansion or contraction of the project, or the addition, annexation or withdrawal of property to or from the project;
- (i) insurance or fidelity bonds;
- (j) leasing of Units;
- (k) imposition of any restrictions on a Unit Owner's right to sell or transfer his or her unit;
- (l) a decision by the Association to establish self management when professional management had been required previously by an eligible mortgage holder;
- (m) restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the documents;
- (n) any action to terminate the legal status of the project after substantial destruction or condemnation occurs; or
- (o) any provisions that expressly benefit mortgage holders, insurers or guarantors.

L-3 When Unit Owners are considering termination of the legal status of the project for reasons other than substantial destruction or condemnation of the property, the eligible mortgage holders representing at least 67% of the votes of the mortgaged Units must agree. If an addition or amendment is not considered as a material change - such as the correction of a technical error or the clarification of a statement - the constituent documents may provide for implied approval to be

assumed when an eligible mortgage holder fails to submit a response to any written proposal for an amendment within 30 days after the proposal is made.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 28th day of March, 1983.

MAPLEWOOD DEVELOPMENT
CORPORATION



By:

George H. Homer, Jr.

George H. Homer, Jr., Its
President

STATE OF MAINE

Cumberland, ss.

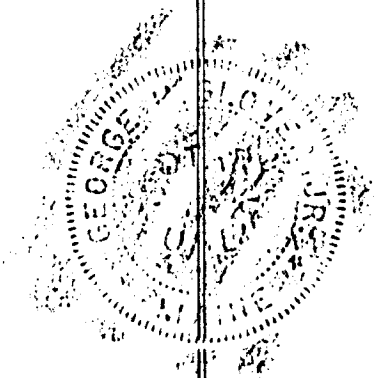
March 28, 1983

Personally appeared the above named George H. Homer, Jr. and acknowledged the foregoing Instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

By me,

[Signature]

Notary Public



MAY 3 1983

37
REGISTRY OF DEEDS CUMBERLAND COUNTY, MAINE
Received at 8:58 A.M. and recorded in
BOOK 6160 PAGE 54

James J. Walsh

Register

Exclusive easement limit - 20' from front, side & rear of units - typical for all units.

Unit 403

Unit 402

Unit 401

Garage 401

Garage 402

Garage 403

Sidewalk

1981

Exclusive Easement over Limited Common

EASH FILE CORP IRVINE CA

654 22

Book 137

#70

consistency of "Spade"

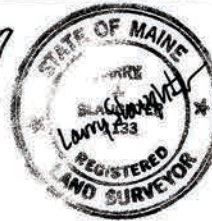
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12-52-78 P. 001 1/2 revised

121.22 2.14

The

TEST PLAN book 137
Page 16



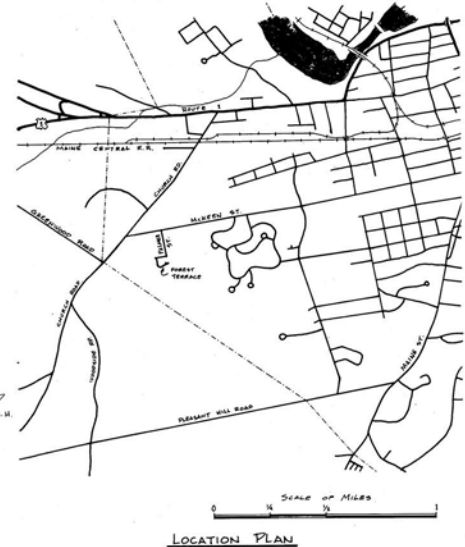
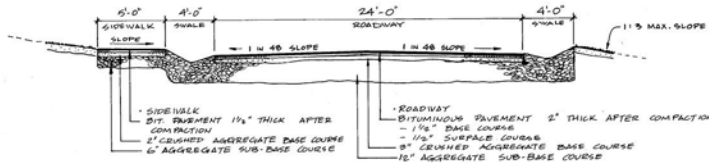
Exclusive Easement over Limited Common Area. Refer to Declaration of Covenants, Conditions and Restrictions of Maplewood Planned Unit Development, paragraphs B-2(d) and B-4.

DETAIL PLAN 4

MAPLEWOOD, a Planned Unit Development
by: Maplewood Development Corporation
at: Forest Terrace
Brunswick, Cumberland ss, Maine
scale: $1/8" = 1'0"$
date: 3/3/83
dwg. by: Larry Slaughter-Surveyor
27 Columbia Avenue
Brunswick, Maine 04011

NOTICE: PROSPECTIVE BUYERS & OTHER INTERESTED PARTIES, PLEASE NOTE: APPROVAL OF THE DEVELOPMENT SHOWN ON THIS PLAN WAS GRANTED ON A CONDITIONAL AGREEMENT DATED 11-5-81 BETWEEN THE DEVELOPER AND THE TOWN OF BRUNSWICK, A COPY OF WHICH IS ON FILE IN THE OFFICE OF THE TOWN CLERK, UNDER THE TERMS OF WHICH THE DEVELOPER HAS AGREED NOT TO SELL ANY UNIT IN THE DEVELOPMENT EXCEPT THOSE IN BUILDING #1 UNTIL THE TERMS OF THAT AGREEMENT HAVE BEEN COMPLIED WITH.

PRELIMINARY PLAN AND SUPPORTING DOCUMENTS ARE PART OF THIS PLAN AND ARE ON FILE AT THE BRUNSWICK TOWN OFFICE.



REVISIONS:
10/7/81
10/26/81
6/8/82 L.S.
4/15/85 L.S.

Salmon Falls Associates
Architecture • Planning
Academy Street, South Berwick, Maine 03908
207-384-2117

GENERAL NOTES

- PROPERTY AND TOPOGRAPHICAL SURVEY TAKEN FROM PLAN BY: MORTON & ROSE DATED 5-21-81 LINERICK, MAINE
- THE EXISTING SITE IS HEAVILY WOODED WITH A STAND OF MATURE HARD AND SOFT WOODS. CLEARING WILL BE ONLY FOR ROADS AND CLOSE TO BUILDINGS. TREES WILL REMAIN IN ALL OTHER AREAS. ADDITIONAL SHRUBS AND IRON AND CEDAR WILL BE ADDED AS NEEDED.
- BEFORE THE COURSE OF CONSTRUCTION, SUITABLE SOIL IS FOUND THE ROAD BASE COURSE WILL BE REDUCED FROM 12" TO 8"
- ALL STREET AND UTILITY IMPROVEMENTS REQUIRED BY THE TOWN WILL BE INSTALLED AT THE EXPENSE OF MAPLEWOOD DEVELOPMENT CORPORATION
- ZONING DISTRICT: SUBURBAN "A"
- DENSITY: TOTAL LOT AREA: 8.07 ACRES
AREA OF B.L.W.: .57 ACRES
NET AREA: 5.00 ACRES
UNITS ALLOWABLE: 15.4
- LOT COVERAGE: TOTAL LOT AREA: 8.07 A
BUILDING AREA: 0.29 A
NET AREA: 3.98 A
% COVERAGE: 7.9% OF TOTAL AREA
- CONSTRUCTION SCHEDULE: 1st BLDG. TO START SEPT. 1981, OTHER BLDGS. CONSTRUCTED AS SALES DEMAND.
- THE MAJORITY OF SOILS ON SITE ARE: DEERFIELD AND WINCHESTER.
- CIVIL ENGINEER - SWIFT ENGINEERING
AUBURN, MAINE 04210
- PILING FOR SANITARY SEWER AND STORM SEWER WILL BE EITHER P.V.C. OR TRANSMITS IN STRUCTURAL GRADES REQUIRED BY THE PUBLIC WORKS DEPARTMENT
- RIP-RAP ENDS OF ALL DRAINAGE OUTFALLS
- BUILDINGS WILL BE WIND FRAMED WITH 1 HR. PARTY WALLS AND CEILING SYSTEMS.
- EACH LIVING UNIT WILL HAVE SINGLE STATION SMOKE DETECTOR ON EACH FLOOR.
- ATTIC SPACES WILL BE SUBDIVIDED SO THAT NO AREA IS OVER 8.00 SQ. FT.
- SEE DECLARATION DOCUMENTS FOR DEED RESTRICTIONS.
- SEE ATTACHED LETTER FOR WAIVERS SUBMITTED, AND PLANNING BOARD MINUTES FOR APPROVAL.
- ELECT. TRANSMISSION LINES WILL BE OVERHEAD TO TRANSFORMER THEN UNDERGROUND TO EACH BUILDING.
- See also, Planned Unit Development - Detail Plans, sheets 1 thru 4, dated 3/19/81, to be recorded.

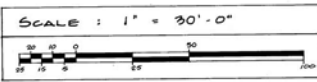
KEY:

- EXIST. CONTOURS
- EXIST. OVERHEAD ELECT. LINES
- NEW ELECT. SERVICE
- NEW 8" SEWER MAIN
- NEW 8" WATER MAIN
- FIRST FLOOR PLAN
- NEW STORM SEWER
- TEST PITS

APPROVED BY TOWN OF BRUNSWICK, PLANNING BOARD

Chairman: *Debra...*
Date: *June 12, 1982*
Members: *...*
Charles A. Phillips

State of Maine, Cumberland ss.
Registry of Deeds
Received *April 15* 1983
v. *...* and recorded in
Plan Book *...* Page *...*
Attest: *James J. Walsh*
Register



FINAL PLAN OF:
MAPLEWOOD - Planned Unit Development
OFF PALMER STREET
BRUNSWICK, MAINE
FOR:
MAPLEWOOD DEVELOPMENT CORPORATION
17 GERRY ROAD
BRUNSWICK, ME 04011

John Stoughton

SITE PLAN
SCALE: 1" = 30'-0"

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