



Income and Expense

Address: 14A & 14B Goddard St, Lisbon Falls, ME 04252-1840

Units: 2

RENTAL INFORMATION:

ML #: 1643579

	#BR	#Baths	Rent	Security Deposit	Lease	Date Lease Expires	Utilities Paid by Tenant
Unit #1	3	1	\$ \$1,600.00 <input type="checkbox"/> Estimated <input checked="" type="checkbox"/> Actual	VACANT	VACANT	VACANT	Everything is metered separate. Landlord paid W&S
Unit #2	2	1.5	\$ \$1,350.00 <input type="checkbox"/> Estimated <input checked="" type="checkbox"/> Actual	VACANT	VACANT	VACANT	Everything is metered separate. Landlord paid W&S
Unit #3			\$ <input type="checkbox"/> Estimated <input type="checkbox"/> Actual				
Unit #4			\$ <input type="checkbox"/> Estimated <input type="checkbox"/> Actual				
Unit #5			\$ <input type="checkbox"/> Estimated <input type="checkbox"/> Actual				

INCOME:

Monthly Rental Income	\$ 2,950.00	
Annual Rental Income	\$ 35,400.00	
Vacancy	\$ ZERO	0 %
Gross Income	\$ 35,400.00	

Additional Comments:

Each building has its own public water and public sewer connection as well as individual CMP meters, cable and unit B has its own oil tank.

OWNER EXPENSES:

Gas	\$ \$ 0	<input type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Annual
Propane	\$ \$ 0	<input type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Annual
Oil	\$ \$ 0	<input type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Annual
Water	\$ \$1,085.75	<input type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Annual
Sewer	\$ ^combined^	<input type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Annual
Electricity	\$ \$ 0	<input type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Annual
Taxes	\$ \$4,811.03	<input type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Annual
Insurance	\$ \$1,146.81	<input type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Annual
Snow Removal	\$ \$ 0	<input type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Annual
Mowing	\$ \$ 0	<input type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Annual
Repairs/Maintenance	\$ \$ 0	<input type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Annual
Other:	\$ \$ 0	<input type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Annual
Other:	\$ \$ 0	<input type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Annual
Other:	\$ \$ 0	<input type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Annual
Operating Expenses	\$ \$7,043.59		
Management Fee	\$		
Total Expenses	\$ \$7,043.59		
NOI	\$ \$28,356.41		

NOTE: The information provided in this document are estimates only. The creator makes no guarantees of accuracy.

Revised: 5.6.2020

Tim Dunham Realty - Topsham, 643 Lewiston Rd Topsham ME 04086
Timothy Dunham

Phone: (207) 720-0660 Fax:
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

14 Goddard LLC

Initial
LD

ABUTTER'S
PAVED
DRIVE

N22°05'53"E 49.36' (50' DEED)

N:424420.909
E:258165.1743
MONF

C.R.S.
EDGE OF TRAVELED WAY

568'06'48"E

104'52' (DEED)

GODDARD STREET

EDGE OF TRAVELED WAY

UNIT A

2 STORY WOOD
HOUSE W/BRICK
FOUNDATION

OVERHEAD UTILITY LINE

MINI-SPLIT
COMMON
LIMITED ELEMENT

104'52' (DEED)

568'06'48"E

ABUTTING PAVED DRIVEWAY EDGE

GRAVEL
AREA

UNIT DIVIDING LINE

2 STORY WOOD
HOUSE W/BRICK
FOUNDATION

OVERHEAD UTILITY LINE

U.P.

RETAINING WALL

ABUTTER'S
GARAGE

UNIT B

GRAVEL
DRIVE

RETAINING WALL

S22°05'53"W 49.36' (50' DEED)

MONF

MONF
N:424336.213
E:2581730.206

ACRD N/A

STREET

HIGH STREET

128

127

126

125

129

130

131

132

133

110

109

108

107

LINCOLN STREET

119

118

117

116

115

120

114

112

106

121

122

123

124

113

103

104

105

LOIS STREET

GODDARD STREET

93

92

Easement

91

89

88

94

90

95

86

96

96A

100

101

102

97

98

99

PINE STREET

80

79

77

81

76

82

75

83

84

72

73

74

85

GR

FREE STREET

MAIN

MAPLE

STREET

29B

29

28

23

22

29A

30

25

24

21

31A

44

43

54

53

45

42

AUTUMN

STREE

Initial
Jm
55

National Flood Hazard Layer FIRMette

70°3'46"W 44°0'5"N



DocuSign Envelope ID: 73D75759-CD92-4D3F-A017-3691119F1D38

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, AF*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD

- 0.2% Annual Chance Flood Hazard, Areas with a 1% annual chance flood with average depth less than one foot or with drain areas of less than one square mile *Zone 0*
- 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 X*

OTHER AREAS

- Area of Minimal Flood Hazard *Zone X*
- Effective LOMR
- Area of Undetermined Flood Hazard *Zone 2*

GENERAL STRUCTURES

- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

CROSS SECTIONS WITH 1% ANNUAL CHANCE WATER SURFACE ELEVATION

- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study

OTHER FEATURES

- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS

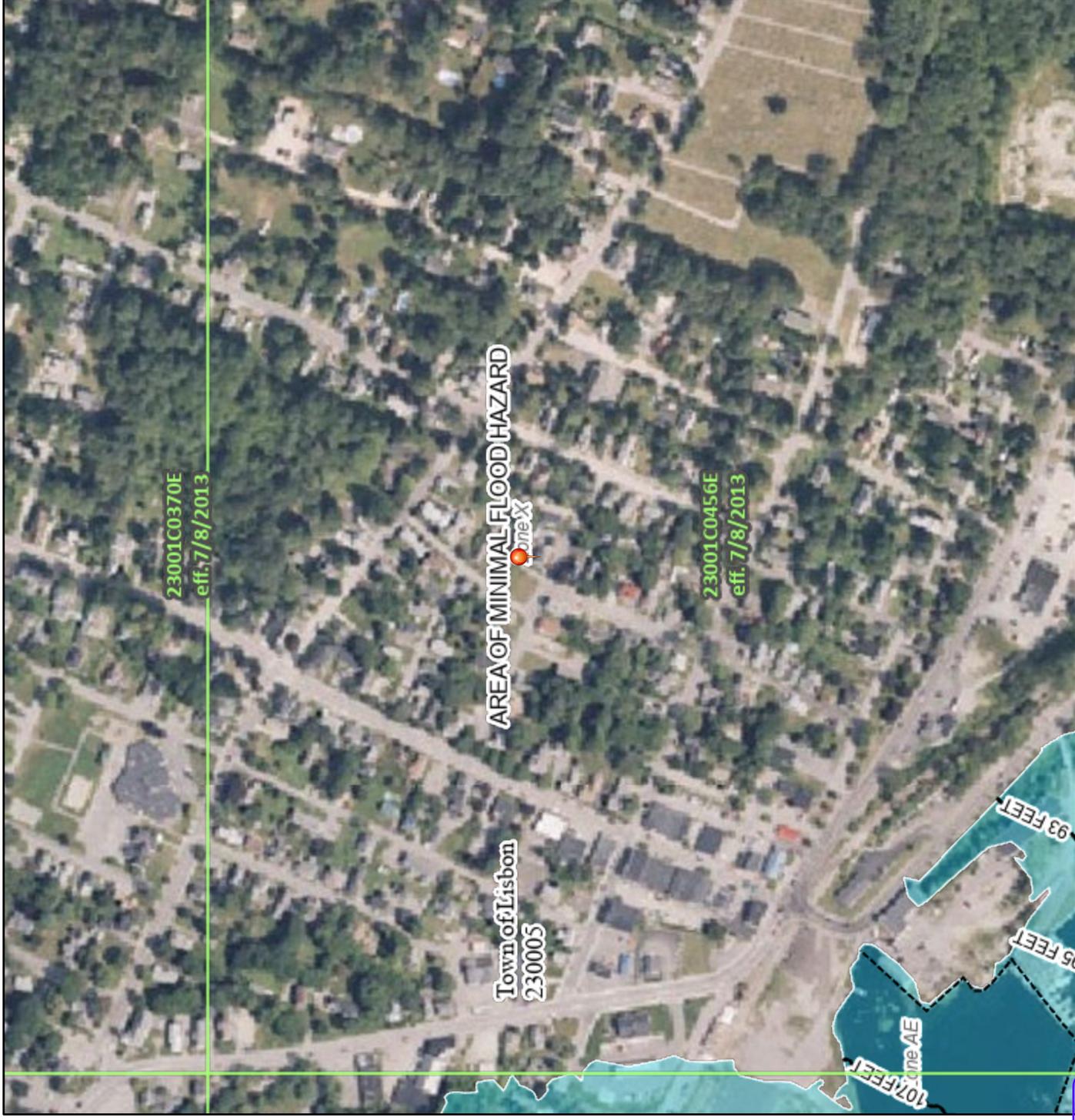
- Digital Data Available
- No Digital Data Available
- Unmapped

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 **11/14/2025 at 8:14 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.



70°3'9"W 43°59'39"N

1:6,000

Basemap Imagery Source: USGS National Map 2023

Town of Lisbon, Maine

[Home](#) [Contact](#)

[Admin](#)

Last Updated 06/01/2021

[Back to List](#)

Map/Lot U05-103
Book 10065
Page 295
Account 3092
Location 14 GODDARD STREET
Owner 14 GODDARD LLC
 6 HIGHLAND STREET
 TOPSHAM ME 04086

Assessment

Land	22,200
Building	116,700
Taxable	138,900



Property Information

Type	Residential
Acreage	0.12
Zone	GENERAL RESIDENTIAL
Neighborhood	LISBON FALLS
Street Type	Public Paved
Topography	Level
Utilities	All Public

Land

Description	Type	Units	Value
HOMESITE	Fractional Acreage	0.12	22,229

0.12 22,200

Building

Type	Conventional
Value	75,636
Year Built	1900
Area	1269
Rooms	10
Bedrooms	5
Full Baths	2
Type	Open Frame Porch
Area	32
Type	Frame Bay Window
Area	12
Type	ONE STORY FRAME
Area	306
Type	Open Frame Porch
Area	104
Type	1.75 Story/BSMT
Area	528
Type	Frame Bay Window
Area	14

Sale History

Previous Owner	Sale Date	Sale Price
PARTRIDGE, JILL M.	4/19/2019	185,000
MILLENNIAL EQUITY, LLC	2/22/2017	115,000

[Back to List](#)

Powered by:





TOWN OF LISBON

300 Lisbon Street
Lisbon, ME 04250

Tel: (207) 353-3000 x 106

Fiscal Year: July 1, 2025 to June 30, 2026

THIS IS THE ONLY TAX BILL YOU WILL RECEIVE



14 GODDARD LLC
6 HIGHLAND ST
TOPSHAM ME 04086-1704

ACCOUNT: 003092 RE
NAME: 14 GODDARD LLC

MILL RATE: \$17.25
BOOK PAGE:

MAP/LOT: U05-103
LOCATION: 14 GODDARD STREET
ACREAGE: 0.12

2026 REAL ESTATE TAX BILL

CURRENT BILLING INFORMATION

LAND VALUE	33,700
BUILDING VALUE	245,200
TOTAL: LAND & BLDG	278,900
HOMESTEAD EXEMPTION	0
OTHER EXEMPTIONS	0
NET ASSESSMENT	278,900
TOTAL TAX	4,811.03
LESS PAID TO DATE	0.00
TOTAL DUE ->	4,811.03

FIRST HALF DUE: 2,405.52
SECOND HALF DUE: 2,405.51

TAXPAYER'S NOTICE

INTEREST AT 7.5% PER ANNUM CHARGED STARTING 10/15/2025 AND 3/17/2026.

As per state law, the ownership and taxable valuation of ALL real estate and personal property was determined as of April 1, 2025. If you have sold your real estate since April 1, 2025, it is your obligation to forward this bill to the current property owner.

A LIEN WILL BE PLACED ON ALL REAL ESTATE FOR WHICH TAXES REMAIN UNPAID AFTER EIGHT MONTHS AND NO LATER THAN ONE YEAR FROM THE DATE OF COMMITMENT.

INFORMATION

This bill is for the current tax year July 1, 2025 through June 30, 2026 only. Past due amounts are NOT included. To receive information regarding payments, interest, fees, or refunds please contact the Tax Office at (207) 353-3000, ext. 106.

Your tax bill has already been reduced 52% due to State Funds received for Essential Services and Programs for Education, Municipal Revenue Sharing, Homestead, BETE Exemption, and Veteran's Reimbursement. As of 06/30/2025 Lisbon's total bonded indebtedness is \$20,049,774.

CURRENT BILLING DISTRIBUTION

	RATE	PERCENTAGE	AMOUNT
COUNTY	1.03	6.00 %	\$ 288.66
MUNICIPAL	7.94	46.00 %	\$ 2,213.07
SCHOOL	8.28	48.00 %	\$ 2,309.29
TOTAL	\$17.25	100.00 %	\$ 4,811.03

REMITTANCE INSTRUCTIONS

Please make check or money order payable to **TOWN OF LISBON** and mail to

**TOWN OF LISBON
ATTN: TAX COLLECTOR
300 LISBON STREET
LISBON, ME 04250**



TOWN OF LISBON, 300 LISBON STREET, LISBON, ME 04250

FISCAL YEAR 2026

153030

ACCOUNT: 003092 RE
NAME: 14 GODDARD LLC

MAP/LOT: U05-103
LOCATION: 14 GODDARD STREET
ACREAGE: 0.12

INTEREST BEGINS ON 3/17/2026

DUE DATE AMOUNT DUE AMOUNT PAID

3/16/2026 2,405.51

PLEASE REMIT THIS PORTION WITH YOUR SECOND PAYMENT

00002082026320260002900002405512

TOWN OF LISBON, 300 LISBON STREET, LISBON, ME 04250

FISCAL YEAR 2026

ACCOUNT: 003092 RE
NAME: 14 GODDARD LLC

MAP/LOT: U05-103
LOCATION: 14 GODDARD STREET
ACREAGE: 0.12

INTEREST BEGINS ON 10/15/2025

DUE DATE AMOUNT DUE AMOUNT PAID

9/15/2025 2,405.52

PLEASE REMIT THIS PORTION WITH YOUR FIRST PAYMENT

00002082026320260002900002405520

Initial
[Signature]



DRIVEWAY ENTRANCE PERMIT

PERMIT No.	<u>2020-1015</u>
LOCATION	<u>14A LeDard</u>
FEE PAID:	<u>\$150.00</u>
CASH	<u>CHECK# 3265</u>
ACC. CODE:	<u>TYPE 36 CAT 3 R03-4164</u>

This permit authorizes Hannah Waddle to install an entrance onto the Town of Lisbon right-of-way at the location described on **APPLICATION No.** 1015. All work within the Town right-of-way is governed by **Title 23 M.R.S.A. § 3351 TO 3381 and Town of Lisbon Ordinance Chapter 46.**

The following special conditions must be met or the Permit becomes void:

Check w/ Code Enforcement For PROPER SET BACK

[Signature]
 Director/Operations Manager or Foreman
 Lisbon Public Works

11-9-2020
 Date

(For Office Use Only)
Application No. 2020-1015
 Date/Time received: _____

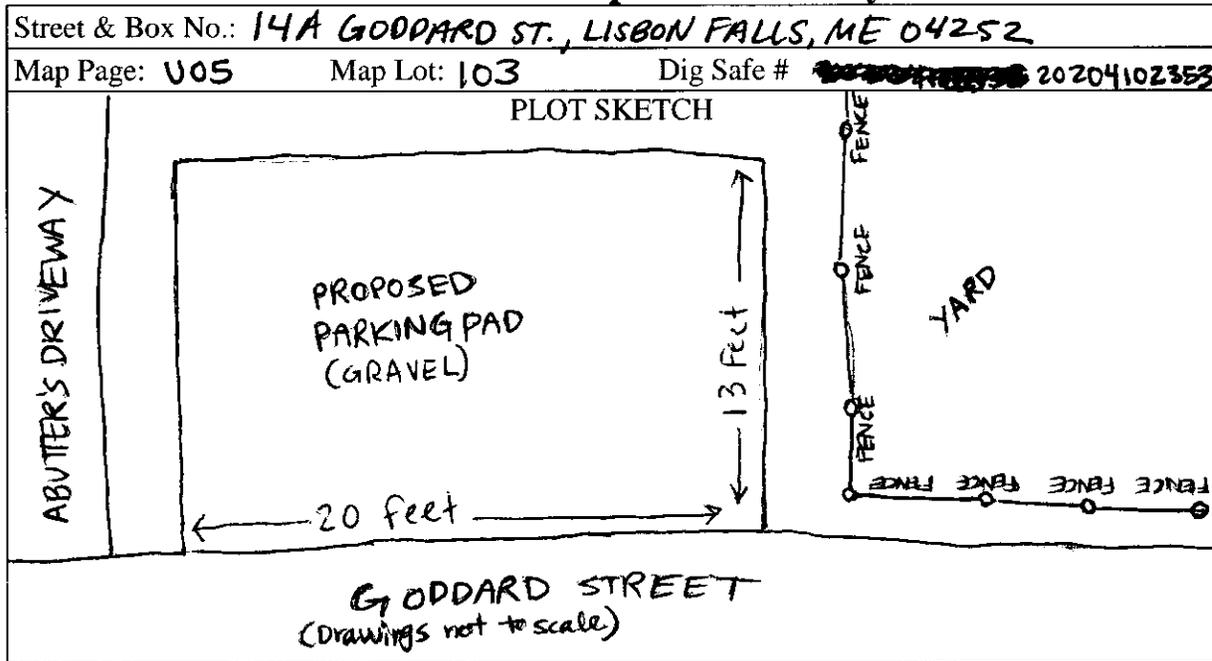
Lisbon Public Works Department

APPLICATION FOR DRIVEWAY ENTRANCE PERMIT

Applicant: <u>HANNAH WEDDLE</u>	
Address: <u>6 HIGHLAND ST., TOPSHAM, ME 04086</u>	
Applicant's Phone No. <u>207-751-7440</u>	
Contractor Performing Work: <u>Homeowner doing work OR CHUCK POWERS</u>	
Address:	<u>67 HACKER RD., BRUNSWICK, ME 04010</u>
Contractor's Phone Number:	<u>207-522-2131</u>
Property Owner: <u>14 GODDARD LLC (HANNAH WEDDLE, SOLE MEMBER)</u>	
Address: <u>6 HIGHLAND ST., TOPSHAM, ME 04086</u>	
Owner's Phone Number: <u>207-751-7440</u>	
Contact Person: Phone Number: <u>Hannah Weddle 207-751-7440</u>	

↑ if I can get on Chuck's schedule, I'd like to use him!

Location of Proposed Driveway



Statement of Agreement

I am duly authorized to execute this application and have reviewed and will comply with all requirements of the Driveway Entrance Permit.

Hannah Weddle, Member 14 Goddard LLC
 Signature of Applicant.

10/22/2020
 Date

Initial

Town of Lisbon
Tax Collection
300 Lisbon St
Lisbon, ME 04250
(207) 353-3000
Welcome

001956-0003 Ray S. 11/03/2020 03:10PM

MISCELLANEOUS

TRANSFER-Permits
(500GOV)
2021 Item: 500GOV
1 @ 150.00
TRANSFER-Permits
(500GOV) 150.00

150.00

Subtotal 150.00
Total 150.00

CHECK 150.00
Check Number 3265

Change due 0.00

Paid by: Susan Weddle (Hannah)

Thank you for your payment

CUSTOMER COPY

Initial
JW

WARRANTY DEED
(Maine Statutory Short Form)

DLN: 1001940055143

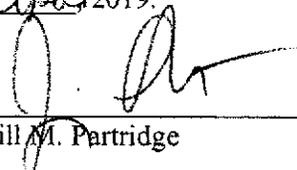
KNOW ALL PERSONS BY THESE PRESENTS, that, **Jill Partridge aka Jill M. Partridge** of Brunswick, County of Cumberland, State of Maine, for consideration paid, grants to **14 Goddard LLC**, having a mailing address of 19 Guadacanal Drive, Brunswick, ME 04011, with **WARRANTY COVENANTS**, the land with any buildings thereon, situated at 14 Goddard Street, Lisbon, County of Androscoggin and State of Maine, described as follows:

See Attached Exhibit A

Meaning and intending to convey the same premises conveyed to Jill M. Partridge by virtue of a deed from Millennial Equity, LLC dated February 3, 2017 and recorded in the Androscoggin County Registry of Deeds in Book 9550, Page 54.

Witness my hand and seal this 12th day of April 2019.

Witness



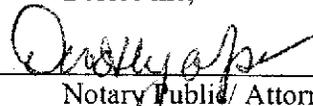
Jill M. Partridge

STATE OF ~~Maine~~
COUNTY OF Cumberland

4/12, 2019

Then personally appeared before me the above named **Jill Partridge aka Jill M. Partridge** acknowledged the foregoing instrument to be his/her/their free act and deed.

Before me,



Notary Public/ Attorney at Law

Printed Name:

My Comm. Exp:

DOROTHY A. JOST
NOTARY PUBLIC, STATE OF MAINE
MY COMMISSION EXPIRES DEC 1, 2025

Initial


EXHIBIT A

A certain lot or parcel of land, together with any buildings thereon, situated on the easterly side of Pine Street in Lisbon Falls, Androscoggin County, Maine, bounded and described as follows, to wit:

Beginning at a stone set in the ground about twenty (20) feet Northerly from the northwesterly corner of land now or formerly of one Clementine Schultz; thence Easterly, parallel with the northerly line of said Schultz's land one hundred five (105) feet; thence Northerly at right angles with the first mentioned line, fifty (50) feet; thence Westerly parallel with the first mentioned bound one hundred five (105) feet; thence Southerly fifty (50) feet to the bound begun at.

**DECLARATION
OF
GODDARD STREET CONDOMINIUM**

LISBON, MAINE

THIS DECLARATION is made this 12th day of February, 2021, by **14 GODDARD LLC**, a Maine limited liability company with a place of business at Lisbon, Maine (the “Declarant”), as the owner in fee simple of the Real Estate hereinafter described.

ARTICLE 1
SUBMISSION

Section 1.1. Property. The Declarant, owner in fee simple of the Land described in **Exhibit A** annexed hereto, located within the Town of Lisbon, County of Androscoggin, and State of Maine (“Land” or “Real Estate”), hereby submits the Land as described in **Exhibit A**, together with and subject to all easements, rights and appurtenances thereto belonging and Building A and Building B (collectively “Buildings”), Unit A and Unit B (collectively “Units”) and the other improvements erected or to be erected thereon (collectively, the “Property”, which terms shall also include all improvements, easements, rights and appurtenances belonging to the Land, Buildings and the Units therein as submitted to the condominium regime) to the provisions of Chapter 31 of Title 33 of the Maine Revised Statutes Annotated, as amended from time to time, known as the Maine Condominium Act (the “Act”) and hereby creates with respect to the Property a condominium to be known as “GODDARD STREET CONDOMINIUM (“Condominium”). The Property is shown on the Condominium Plat and Plan, Goddard Street Condominium, prepared by Livingston Hughes dated 10-1-19, Revision No. 5, recorded in the Androscoggin County Registry of Deeds in Plan Book 63, Page 138 (“Plat and Plan”). The Condominium consists of the Land described in **Exhibit A**, and Building A and Building B consisting of Unit A and Unit B, as depicted on the Plat and Plan.

Section 1.2. Name and Address of Condominium. The name of the condominium is “GODDARD STREET CONDOMINIUM.” The address of the Condominium is:

Goddard Street Condominium
c/o Ms. Hannah Weddle
6 Highland Street
Topsham, Maine 04086

ARTICLE 2
DEFINITIONS

Section 2.1. Terms Defined in the Act. Capitalized terms are defined herein or in the Plat and Plan; otherwise they shall have the meanings specified or used in the Act.

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

(a) “Association” means the incorporated Unit Owners Association of the Condominium, which is known as Goddard Street Condominium Association, Inc.

(b) “Buildings” (or in the singular, a “Building”) means any residential structure consisting of a Unit or Units now or hereafter constructed on the Property.

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

(d) “Common Elements” (or in the singular, a “Common Element”) means those parts of the Property either described herein or depicted on the Plat and Plan as being Common Elements.

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

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

(g) “Condominium Documents” includes the Declaration, Plat and Plan, Bylaws and any Rules and Regulations.

(h) “Declarant” means 14 Goddard LLC, its successors and assigns.

(i) “Declarant Control Period” means the entire time 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 or (b) sixty (60) days after the conveyance to Purchasers other than the Declarant of the second Unit.

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

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

(l) “Executive Board” means the Executive Board of the Association which is the Board of Directors as provided in the Maine Nonprofit Corporation Act, Title 13-B, Maine Revised Statutes, Section 101 *et seq.*

(m) "Limited Common Elements" (or in the singular, a "Limited Common Element") means those parts of the Property either described in this Declaration or depicted on the Plat and Plan as being Limited Common Elements.

(n) "Monthly Assessment" means the Unit Owner's share of anticipated Common Expenses, if any, allocated by Unit, for each month of the Association's fiscal year as reflected in any budget adopted by the Executive Board for such year.

(o) "Mortgagee" means the holder of any recorded first mortgage encumbering one or more of the Units.

(p) "Percentage Interest" means the undivided interest in the Common Elements appurtenant to a Unit, as set forth on **Exhibit C** attached hereto, as the same may be amended from time to time.

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

(r) "Plat and Plan" means the Plat and Plan described in Section 1.1 above as such may be amended from time to time.

(s) "Record" means to record in the Androscoggin County Registry of Deeds.

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

(u) "Secondary Mortgage Market" means the governmental, quasi-governmental, or private institutional insurers, guarantors, or purchasers of residential mortgages in the United States, including at the present time, but not limited to, the United States Department of Veterans' Affairs, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Federal Housing Administration, and the Maine State Housing Authority, and any other such agency which from time to time is widely recognized to play the same role as the agencies referred to herein.

(v) "Special Assessment" means a Unit Owner's share of any assessment made by the Executive Board in addition to the Monthly Assessment.

(w) "Unit" means a physical portion of a Building and part of the Condominium created by this Declaration or any amendment thereto and designated for separate ownership or occupancy, the boundaries of which are described in Article 3.

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

ARTICLE 3
UNITS, UNIT BOUNDARIES AND
MAINTENANCE RESPONSIBILITIES

Section 3.1. Unit Boundaries.

(a) Each Unit consists of all portions of the Building within the following boundary lines:

- (1) The exterior vertical surface of all exterior walls, including without limitation, the footings, concrete foundation, any exterior siding, gutters, sills, downspouts, window sash, panes and frames, doors and frames and the like.
- (2) The surface of a horizontal plane running between the bottom surfaces of the concrete foundation walls including the dirt and vapor barriers lying above said plane.
- (3) The exterior surface of the roof, including without limitation, shingles, gutters, sills, chimneys, sky lights, dormers, exhaust pipes, exhaust fans, antennas, heat pumps and their mini-splits and the like.
- (4) The air space enclosed by such boundary lines.

(b) The Unit also includes all shutters, awnings, window boxes, doorsteps, stoops, balconies, porches, decks, bulkheads or patios.

(c) Each Unit's identifying number is shown on the Plat and Plan and on **Exhibit C**.

Section 3.2. Maintenance Responsibilities.

(a) Each Unit Owner shall be responsible for all maintenance, repair and replacement of the Unit together with the Limited Common Elements, and specifically, without limitation, the following:

- (1) maintenance, repair and replacement of the Building, balconies, porches, decks, bulkheads, patios, driveways and parking areas such maintenance to include, but shall not be limited to, snow removal;
- (2) care and replacement of the trees, shrubbery, and other plantings; and
- (3) maintenance, repair, and replacement of any domestic water system and any sewer or septic system serving the Unit to the extent not the responsibility of municipal or public entities.

- (4) contracting independent haulers to execute pickup of trash and recycled materials. All refuse removal will be the responsibility of the Unit Owner.
- (5) Electric, telephone, cable television and the like will be separately metered and each Unit Owner will be responsible for the cost of such services furnished to the Unit.

(b) The Association shall have no maintenance responsibilities other than to maintain the Common Elements as depicted on the Plat and Plan to the extent that any maintenance may be necessary.

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

Section 4.1. Description of Common Elements. Common Elements shall mean the one-foot (1') strip of land located along the northwesterly sideline of Goddard Street and depicted on the Plat and Plan.

Section 4.2. Description of Limited Common Elements. Limited Common Elements shall mean those portions of the Land or Real Estate identified and designated as Limited Common Elements on the Plat and Plan, or by Section 4.3 hereof. Those portions of the Limited Common Elements serving only the Unit adjacent to such Limited Common Element are Limited Common Elements allocated only to the Unit which they serve. A fence may be maintained by either Unit Owner along the northwesterly side line of the one-foot (1') strip where the strip abuts the limited common element to the Unit Owner's Unit and that fence shall be a Limited Common Element.

Section 4.3. Specified Limited Common Elements. Except for the Units and Common Elements that are not Limited Common Elements, as depicted on the Plat and Plan the following portions the Property are hereby designated as Limited Common Elements: All Property located Northwesterly of the LCE Dividing Line depicted on the Plat and Plan is allocated to Unit A and all Property located Southeasterly of the said LCE Dividing Line is allocated to Unit B.

Section 4.4. Locations of Common and Limited Common Elements. The locations of the Common Elements and Limited Common Elements are shown on the Plat and Plan and pursuant to Section 1602-102(4) of the Act.

Section 4.5. Use of Common Elements.

(a) Unit Owners shall not erect signs, canopies, or other structures, plant or remove trees or shrubs, or materially alter the grading or landscaping, or do any other thing which affects the Common Elements. No unattended vehicles shall at any time be left in such a manner as to impede the passage of traffic or to impair access to parking areas. No storage of any objects shall be permitted in the Common Elements. Common Elements shall at all times be kept free of unreasonable accumulations of debris or rubbish of any kind.

(b) No Unit Owner shall obstruct any of the Common Elements nor shall any Unit Owner place or cause or permit anything to be placed on or in any of the Common Elements without the approval of the Board. Nothing shall be altered or constructed in or removed from the Common Elements except with the prior written consent of the Executive Board.

(c) Parking of motor vehicles by Unit Owners, the immediate families of Unit Owners, tenants, guests, visitors, and invitees shall be only in the Limited Common Elements designated as spaces for parking.

ARTICLE 5
ALLOCATION OF PERCENTAGE INTERESTS,
COMMON EXPENSES AND VOTING RIGHTS

Section 5.1. Percentage Interests. Attached as **Exhibit C** hereto is a list of both Units by their Identifying Number and the Percentage Interest appurtenant to each Unit, which is calculated based on a percentage whereby the numerator is one (1) and the denominator is the total number of Units. Each Unit is allocated a value of one (1) because there is little variation in the size of the Units, and they are declared to be equal in size.

Section 5.2. Common Expenses. The liability of each Unit for the Common Expenses of the Condominium shall be the same percentage share as the Percentage Interest set forth on Exhibit C, and as such shall be determined as was the Percentage Interest in Section 5.1 above.

Section 5.3. Allocation of Unit Owner's Voting Rights. Each Unit Owner shall be entitled to one (1) vote for each Unit owned.

ARTICLE 6
RESTRICTIONS ON USE, SALE AND LEASE OF UNITS/EASEMENTS

Section 6.1. Use. Condominium. The Units are restricted to residential use.

Section 6.2. Lease of Units.

(a) A Unit Owner may lease a Unit at any time and from time to time provided that:

- (1) All tenancies must be in writing and shall be for a term of not less than three (3) months;
- (2) Each tenant and lease shall be subject to and be bound by all of the covenants, restrictions and conditions set forth in the Condominium Documents; and

(b) This Section 6.2 shall not be deemed or construed to impair a Mortgagee's right to foreclose, accept a deed in lieu of foreclosure or sell or lease a Unit so acquired by the Mortgagee.

Section 6.3 Easement. Each Unit Owner shall have an easement in the open space within ten (10) feet of the LCE Dividing Line as depicted on the Plat and Plan within the other Unit Owner's Limited Common Element open space for inspection, maintenance, repair and replacement of the building or retaining wall located on the first Unit Owner's Unit, it being understood and agreed that the first Unit Owner and the first Unit Owner's agents, employees and independent contractors shall take reasonable steps to minimize any interference with the other Unit Owner's use of the other Unit Owner's Limited Common Elements resulting from the exercise of these rights and shall perform all work in a prompt and workmanlike fashion. The first Unit Owner shall give reasonable notice to the other Unit Owner, prior to entry on the other Unit Owner's Limited Common Elements and prior to the performance of any maintenance, repair or replacement. The first Unit Owner shall indemnify and hold harmless the other Unit Owner from any losses, claims, liens, judgments, costs and expenses (including reasonable attorneys' fees) arising from the maintenance, repair or replacement of the building or retaining wall, or the exercise of any rights under this easement by the first Unit Owner. Any fence that interferes with this easement shall be carefully removed by the Unit Owner exercising the easement (unless the Unit Owner owning the fence desires to do so) and replaced to the extent reasonably possible to the fence's prior condition.

ARTICLE 7
RIGHTS OF MORTGAGEES, INSURERS AND GUARANTORS

Section 7.1. Subject to Declaration. Whether or not it expressly so states, any mortgage which constitutes a lien against a Unit and an obligation secured thereby shall provide generally that the mortgage and the rights and obligations of the parties thereto shall be subject to the terms and conditions of the Act, the Declaration, the Plat and Plan and any Rules and Regulations.

Section 7.2. Rights of Eligible Mortgage Holders.

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

- (1) The termination of the Condominium pursuant to Section 1602-118 of the Act;
- (2) A change in the allocated interest of a Unit, a change in the boundaries of a Unit or a subdivision of a Unit;
- (3) The merger or consolidation of the Condominium with another condominium;
- (4) The conveyance or subjection to a security interest or mortgage of any portion of the Common Elements;

- (5) The proposed use of any proceeds of hazard insurance required to be maintained by the Association under Section 1603-113(a) of the Act for purposes other than the repair or restoration of the damaged property;
- (6) The adoption of any proposed budget by the Executive Board and of the date of the scheduled Unit Owners meeting to consider ratification thereof. A summary of the proposed budget shall accompany this notice; and
- (7) Any default in the performance or payment by a Unit Owner of any obligations under the Declaration, including, without limitation, default in the payment of Common Expense liabilities.

(b) In the event of any proposed actions described in subsection (a), paragraphs (1), (2), (3), (4), or (5) hereinabove, an Eligible Mortgage Holder 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. In the event of any default described in subsection (a), paragraph (7), the Eligible Mortgage Holder shall have the right, but not the obligation, to cure such default.

(c) In addition, an Eligible Mortgage Holder or its representative shall have the right to attend Association and Executive Board meetings for the purposes of discussing the matters described in subsection (a), paragraphs (1) through (6).

Section 7.3. Rights of Mortgage Holders, Insurers or Guarantors.

(a) The Association shall send timely prior written notice of the following matters by prepaid United States mail to mortgage holders, insurers and guarantors of the mortgage on any Unit:

- (1) Any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing the mortgage;
- (2) Any sixty (60)-day delinquency in the payment of Monthly Assessments or other charges owed by the owner of any Unit on which it holds the mortgage;
- (3) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and
- (4) Any proposed action that requires the consent of fifty-one percent (51%) of the Eligible Mortgage Holders.

(b) To receive such notice, the mortgage holder, insurer or guarantor shall send a written request therefore to the Association, stating its name and address and the unit number of address of the unit on which it holds, insures or guarantees the mortgage.

Section 7.4. Liability for Use and Charges. Any Mortgagee who obtains title to a Unit pursuant to the remedies provided in a mortgage for foreclosure of such mortgage or a deed in lieu of foreclosure shall not be liable for such Unit Owner's unpaid assessments or charges which accrue prior to the acquisition of title to such Unit by the Mortgagee, except to the extent otherwise provided for in the Act and except to the extent that such Mortgagee is liable as a Unit Owner for the payment of such unpaid assessment or charge that is assessed against the Mortgagee as a result of all Unit Owners being reassessed for the aggregate amount of such deficiency.

Section 7.5. Condemnation Rights. No provision of this Declaration shall give a Unit Owner, or any other party, priority over any rights of the Mortgagee of a Unit pursuant to its mortgage in the case of distribution to such Unit Owner of insurance proceeds or condemnation award for loss to or a taking of one or more Units and/or Common Elements.

Section 7.6. Books and Records. Any Mortgagee shall have the right, exercisable by written notice to the Executive Board, to examine the books and records of the Association and to require that it be provided with a copy of each annual report of the Association and other financial data of the Association reasonably requested by such Mortgagee.

ARTICLE 8 INSURANCE

Section 8.1. Unit and Limited Common Elements. Each Unit Owner shall be responsible for insuring the Unit and Limited Common Elements. Limited Common Elements, the Units. The amount of any such hazard insurance obtained pursuant to this Section 8.1 shall be equal to one hundred percent (100%) of the current replacement cost of the Unit and Limited Common Elements. and upon the Unit Owner's personal property and for individual liability as well as upon any improvements made by the Unit Owner to the Owner's Unit under coverage normally called "improvements and betterments coverage." All such policies shall contain waivers of subrogation, and the terms and amounts of coverage shall be subject to appraisal by the Executive Board. Each Unit Owner shall be required to provide evidence of such insurance (by way of a Certificate of Insurance) to the Association. The Association shall have no responsibility to obtain insurance except as set forth below.

Section 8.2. Types and Amounts. The Association shall maintain as a Common Expense and to the extent reasonably available, the following types and amounts of insurance:

(a) Property insurance insuring against all risks of direct physical loss normally covered by the standard "customary special form," or such other fire and casualty insurance as the Executive Board may determine provides equal or greater protection for the Unit Owners and their Mortgagees, if any, in each case complying with the applicable requirements of Section 8.2

hereof. The insurance maintained by the Association shall cover the Common Elements (excluding the Limited Common Elements) to the extent insurable. Such hazard insurance policy may, at the option of the Association, contain a "deductible" provision in an amount not to exceed the lesser of \$10,000.00 or one percent (1%) of the policy face amount. Funds to cover this deductible amount shall be included in the Association's reserve fund. The named insured under the policy shall be "Association of the Owners of Goddard Street Condominium, for the use and benefit of the individual owners," or a specified authorized representative of the Association, including but not limited to any Insurance Trustee, and the Association or its representative, as the case may be, shall be designated to represent the Unit Owners in any proceedings, negotiations or settlements under such policy. The "loss payable" clause of such policy shall show the Association or the Insurance Trustee, if any, as a trustee for each Unit Owner and each Mortgagee of a Unit. Such policy shall also contain the standard mortgage clause in accordance with Section 8.2(e) of this Declaration, naming each Eligible Mortgagee of a Unit, its successors and assigns. If the Executive Board fails within sixty (60) days after the date of an insured loss to initiate a claim for damages recoverable under the policy or policies obtained pursuant to this paragraph (a), any Mortgagee may initiate such a claim on behalf of the Association.

(b) Comprehensive Liability Insurance, including medical payments insurance, complying with the requirements of Section 8.2 hereof, insuring the Unit Owners, in their capacity as Unit Owners and Association members and any managing agent retained by the Association, against any liability to the public or to other Unit Owners, their tenants or invitees, relating in any way to the ownership and/or use of the Common Elements, public ways and any other areas under the supervision of the Association and any part thereof. Such insurance policy shall contain a "severability of interest endorsement" or equivalent coverage which precludes the insurer from denying the claim of a Unit Owner. Such insurance shall include coverage for bodily injury and property damage that results from the operation, maintenance or use of the Common Elements, any liability resulting from lawsuits related to employment contracts in which the Association is a party, water damage liability, liability for non-owned and hired automobiles, liability for property of others, and such other risks as are customarily covered in similar projects. The amount of such liability insurance shall be at least \$1,000,000.00 for bodily injury and property damage for any single occurrence. The scope and amount of coverage of all liability insurance policies shall be reviewed at least once each year by the Executive Board and may be changed in its discretion provided that such policies shall continue to comply with or exceed the requirements of this Section and Section 8.2 hereof.

Section 8.3. Required Provisions. Insurance obtained by the Association shall be in accordance with the following provisions:

(a) All policies shall be written with a company authorized to do business in the State of Maine and, for the hazard insurance policy described in Section 8.1(a) hereof, such company must hold a general policy holder's rating of at least "A" by Best's Insurance Reports, or by an equivalent rating bureau should Best's Insurance Reports cease to be issued.

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

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

(d) With respect to the insurance policies described in subsection (a) and (b) of Section 8.2 issued to the Association and covering all or any part of the Property, the Association shall cause such policies to provide that:

- (1) Each Unit Owner is an insured person under such policies with respect to liability arising out of his ownership of an undivided interest in the Common Elements or membership in the Association;
- (2) The insurer waives its right to subrogation under the policy against any Unit Owner or members of his household;
- (3) No act or omission by any Unit Owner, unless acting within the scope of his authority on behalf of the Association, will void such policies or be a condition to recovery under such policies or prejudice the coverage under such policies in any way;
- (4) If at the time of a loss under such policies there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance;
- (5) The liability of the insurer shall not be affected by, and the insurer shall not claim, any right of set-off, counterclaim, apportionment, peroration, or contribution by reason of any other insurance obtained by or for any Unit Owner;
- (6) The insurer shall be relieved from no liability for loss occurring while the hazard to the Property is increased, whether or not within the knowledge or control of the Executive Board, or because of any breach of warranty or condition or any other act or neglect by the Executive Board or any Unit Owner or any other person under either of them;
- (7) Such policies may not be cancelled nor may coverage there under be substantially changed (whether or not requested by the Executive Board) except by the insurer giving at least ten (10) days prior written notice thereof to the Executive Board, the Insurance Trustee, if any, Unit Owners, each holder of a first mortgage on a Unit, and every other party in interest who shall have requested such notice of the insurer;

(e) With respect to the property insurance policy described in subsection (a) of Section 8.2, such policy shall contain a standard mortgagee clause which shall:

- (1) In the case of mortgages held, insured or guaranteed by the Federal National Mortgage Association, name as Mortgagee either that institution or the appropriate service of the mortgage, its successors and assigns;
- (2) 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;
- (3) Provide that such insurance as to the interest of any Mortgagee shall not be invalidated by any act or neglect of the Board of Directors or Unit Owners or any persons under any of them;
- (4) 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, and requirement that the Mortgagee pay any premium thereon, and any contribution clause; and
- (5) Provide that without affecting any protection afforded by such mortgagee clause, any proceeds payable under such policy shall be payable in accordance with subsection (a) of Section 8.1.

Section 8.4. Repair of Damage or Destruction to Condominium. The repair or replacement of any damaged or destroyed portion of the Condominium shall be done in accordance with and governed by the provisions of Sections 1603-113(e) and (h) of the Act.

Section 8.5. Additional Insurance. Nothing in this Declaration shall be construed to limit the authority of the Executive Board to obtain additional insurance, which it deems advisable.

ARTICLE 9 LIMITATION OF LIABILITY

Section 9.1. Limited Liability of the Executive Board. The Executive Board, and its members in their capacity as members, officers and employees:

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

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

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

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

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

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

Section 9.2. Indemnification. Each member of the Executive Board in his capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he is an Executive Board member, officer or both at the time such expenses incurred, except in such cases wherein such Executive Board member and/or officer is adjudged guilty of willful misconduct or gross negligence in the performance of his duties or any other standard imposed by the Act; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he is then an Executive Board member) approves such settlement and reimbursement as being in the best interests of the Association. The indemnification by the Unit Owners set forth in this Section 9.2 shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

Section 9.3. Joint and Several Liability of Unit Owners and Lessees. Each Unit Owner shall be jointly and severally liable with any tenants of the Unit owned by such Unit Owner for all liabilities arising out of the ownership, occupancy, use, misuse or condition of such Unit or any portion of the Common Elements or Limited Common Elements.

Section 9.4. Defense of Claims. Complaints brought against the Association, the Executive Board or the officers, employees or agents thereof in their respective capacities as such, or the Condominium as a whole, shall be directed to the Executive Board of the Association, which shall promptly give written notice thereof to the Unit Owners and the holders of any mortgages and such complaints shall be defended by the Association. The Unit Owners and the holders of mortgages shall have no right to participate other than through the Association in such defense. Complaints of a nature specified in Section 10.3 hereof against on or more but less than all Unit Owners shall be defended by such Unit Owners who are defendants themselves and such Unit Owners shall promptly give written notice of the institution of any such suit to the Association and to the holders of any mortgages encumbering such units.

ARTICLE 10
UNITS SUBJECT TO CONDOMINIUM DOCUMENTS;
EMINENT DOMAIN

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

Section 10.2. Eminent Domain. Whenever all or part of the Common Elements shall be taken, injured or destroyed by eminent domain, each Unit Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto, provided, however, that the Association shall officially represent the Unit Owners in such proceedings. In any proceedings for the determination of damages, such damage shall be determined for such taking, injury or destruction as a whole and not for each Unit Owner's interest therein and any award for such damage shall be payable to the Association for the benefit of the Unit Owners and of the Mortgagees of the Units.

ARTICLE 11
EXECUTIVE BOARD OF THE ASSOCIATION

Section 11.1. Members.

(a) The initial Executive Board shall consist of one (1) to three (3) members. The members of the initial Executive Board shall be appointed, removed and replaced from time to time by the Declarant without the necessity of obtaining resignations. The Declarant-appointed members of the Executive Board shall be replaced with Unit Owners other than the Declarant in accordance with the provisions of paragraph (b) of this Section 11.1.

(b) Not later than the earlier of (i) sixty (60) days after the conveyance of seventy-five percent (75%) of the Units to Unit Owners other than the Declarant or (ii) seven (7) years following conveyance of the first Unit to a Unit Owner other than the Declarant (the "Declarant Control Period"), all members of the Executive Board appointed by the Declarant shall resign and the Unit Owners (including the Declarant to the extent of any Units owned by the Declarant at that time) shall elect new members of the Executive Board in accordance with the Bylaws.

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

Section 11.2. Veto Rights. The Declarant may voluntarily surrender the right to appoint and remove officers of the Association and members of the Executive Board before termination of the Declarant Control Period, but in that event the Declarant may at any time require, for the duration of the Declarant Control Period, that actions of the Association or Executive Board be approved in writing by the Declarant before such actions can become effective.

Section 11.3. Disputes. In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any questions of interpretation or application of the provisions of the Condominium Documents, the determination thereof by the Executive Board shall be final and binding on each and all such Unit Owners. The Executive Board shall have the authority to seek a declaratory judgment or other appropriate judicial relief in order to assist it in carrying out its responsibilities under this Section 11.3. All costs of obtaining such a judgment shall be borne by the disputants, or in the absence of disputants, by the Association as a Common Expense.

Section 11.4. Abating and Economic Violations by Unit Owners. The violation of any Rules and Regulations adopted by the Executive Board, the breach of any provision contained in the Bylaws or the breach of any provision of this Declaration or the Act by any Unit Owner or any tenant of a Unit Owner, shall give the Executive Board the right, in addition to any other rights to which it may be entitled, to enjoin, abate or remedy by appropriate legal proceedings, either by law or in equity, the continuance of any such breach.

ARTICLE 12
ASSIGNABILITY OF DECLARANT'S RIGHTS

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

ARTICLE 13
AMENDMENT OF DECLARATION

Section 13.1. Amendment by Association. Pursuant to Section 1602-117 of the Act and except as provided herein for amendments which may be executed by the Declarant the Association or certain Unit Owners, and subject to the rights of the Declarant to veto any amendment, this Declaration may be amended only by vote or agreement of owners of Units to which at least one hundred percent (100%) of the votes in the Association are allocated. In addition, approval of amendments of a material nature must be obtained from Eligible Mortgage Holders representing at least fifty-one percent (51%) of the votes of Units which are subject to mortgages held by Eligible Mortgage Holders. A change to any of the following, except where such change may be affected by the Declarant, the Association or certain Unit Owners under the Act or this Declaration, would be considered as material:

- (a) voting rights;
- (b) assessments, assessment liens, or subordination of assessment liens;
- (c) reserves for maintenance, repair and replacement of Common Elements;
- (d) responsibility for maintenance and repairs;
- (e) reallocation of interests in the Common or Limited Common Elements, or rights to their use;
- (f) boundaries of any Unit;
- (g) convertibility of Units into Common Elements or Common Elements into Units;
- (h) expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium;
- (i) insurance or fidelity bonds;
- (j) 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 Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in the Condominium Documents;

(n) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or

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

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

Section 13.2. Amendment by Declarant. Notwithstanding any other provision of this Declaration to the contrary, the Declarant reserves the right to amend this Declaration at any time prior to the conveyance of the first Unit without the approval of the Association, or any prospective purchaser of the Unit.

Section 13.3. Amendments to Conform to Secondary Mortgage Market Requirements.

The Executive Board may amend the Declaration to conform to standards of the Secondary Mortgage Market. Within thirty (30) days after the adoption of such an amendment, written notice of the adoption of the Amendment, with copies thereof, shall be provided to the Unit Owners and to the Eligible Mortgage Holders. Any Amendments to the Declaration adopted pursuant to this Section 13.3 may be revoked by vote of the Association and approval of the Eligible Mortgage Holders in the same fashion as an Amendment to the Declaration is adopted as set forth in Section 17.1 hereof.

ARTICLE 14
TERMINATION

The Condominium may be terminated only by agreement of the Unit Owners of Units to which one hundred percent (100%) of the votes in the Association are allocated; provided, however, that if the Condominium is being terminated for reasons other than substantial destruction or condemnation of the Condominium, the termination of the Condominium must also be approved by Eligible Mortgage Holders of Units to which at least sixty-seven percent (67%) of the votes of Units subject to mortgages held by Eligible Mortgage Holders are allocated. Termination of the Condominium will be governed by the provisions of Section 1602-118 of the Act.

ARTICLE 15
RIGHTS OF ACTION

The Association and any aggrieved Unit Owner shall have a right of action against Unit Owners for failure to comply with the provision of the Condominium Documents, or with decisions of the Association which are made pursuant to authority granted the Association in such documents. Unit Owners shall have similar rights of action against the Association.

ARTICLE 16
GENERAL PROVISIONS

Section 16.1. Headings. The headings used in this Declaration are inserted solely as a matter of convenience for the readers of this Declaration and shall not be relied upon or used in construing the effect or meaning of any of the provisions of this Declaration.

Section 16.2. Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion hereof unless such deletions shall destroy the uniform plan of development and operation of the condominium project which this Declaration is intended to create.

Section 16.3. Applicable Law. This Declaration shall be governed and construed according to the laws of the State of Maine.

Section 16.4. Interpretation. The provisions of this Declaration shall be liberally construed in order to effect Declarant's desire to create a uniform plan for development and operation of the Condominium and to permit compliance with the requirements of the Secondary Mortgage Market.

Section 16.5. Effective Date. This Declaration shall become effective when it and the Plat and Plan have been recorded.

Section 16.6. Notices. All notices and other communications required or permitted to be given under or in connection with this Declaration shall be in writing and shall be deemed given when delivered in person or on the second business day after the day on which mailed by certified mail, return receipt requested, addressed to the address maintained in the register of current addresses established by the Association.

Section 16.7. Exhibits. All exhibits attached to this Declaration are hereby made a part of this Declaration.

Section 16.8. Pronouns. Wherever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the Declarant, by Hannah Weddle, its member, thereunto duly authorized, has caused this Declaration to be duly executed as the day and year first above written.

WITNESS

14 GODDARD LLC

By: 
Hannah Weddle, Member

STATE OF MAINE
ANDROSCOGGIN, ss.

On the 12th day of, February, 2021, before me personally appeared the above-named Hannah Weddle to me known and known by me to be a member of 14 Goddard LLC, and she acknowledged the execution of this Declaration of Condominium to be her free act and deed in her said capacity and the free act and deed of said 14 Goddard LLC.


Notary Public/Maine Attorney-at-Law
Print/type name: Norman J. Batty
My commission expires: _____

EXHIBIT A

A certain lot or parcel of land together with any buildings thereon, situated on the easterly side of Pine Street in Lisbon Falls, Androscoggin County, Maine, bounded and described as follows, to wit:

Beginning at a stone set in the ground about twenty (20) feet Northerly from the northwesterly corner of land now or formerly of one Clementine Schultz;

THENCE Easterly, parallel with the northerly line of said Schultz's land one hundred five (105) feet;

THENCE Northerly at right angles with the first mentioned line, fifty (50) feet;

THENCE Westerly parallel with the first mentioned bound one hundred (105) feet;

THENCE Southerly fifty (50) feet to the bound begun at.

Being the same premises described in the deed of Jill Partridge to 14 Goddard LLC dated April 12, 2019, and recorded in the Androscoggin County Registry of Deeds in Book 10065, Page 295.

PERCENTAGE INTERESTS

Units A & B

GODDARD STREET CONDOMINIUM

DESCRIPTION OF UNITS

Identifying Number	Building	Votes	Percentage Interests
A	A	1	50%
B	B	1	50%

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2/12/2021

ANDROSCOGGIN COUNTY
TINA M CHOUINARD
REGISTER OF DEEDS

Initial
Tm